

POLICY WORDING

### HELPFUL INFORMATION

#### Estate cars/hatchbacks and 4x4 vehicles

Please note that possessions must be left out of sight. If Your luggage compartment does not have a tray or blind to conceal items, they may not be covered under Your Policy.

#### Hire cars

The provision and class of hire cars is always subject to their availability. Most hire car companies will not hire vehicles to drivers under the age of 21. You will be asked to produce Your driving licence (photocopies not accepted) and a credit or debit card at the time You collect the hire vehicle.

You will remain responsible for paying all tolls, congestion charges, parking and speeding fines You incur while You are in charge of a hire car, and also when You park it at the end of the hire period. You will also be responsible for any damage to the hire car and any excess imposed by the hire car provider.

#### **Motorway recoveries**

In the UK and in many other European countries the recovery of vehicles from motorways and motorway service areas is strictly controlled by the Police. When calling for assistance from the hard shoulder always use the roadside emergency telephones as these aid the operator to pinpoint Your exact position. Advise the Police that You have breakdown cover provided by Aria Assistance. They will call out a breakdown vehicle to recover You to a garage from where You can call Aria Assistance using a public telephone or Your mobile. It is unlikely that roadside repairs will be attempted for safety reasons.

#### **Cost of repairs**

While Your Policy may include an element towards **emergency** labour charges, the cost of Replacement Parts and labour in carrying out major repair or replacement are not covered by most motoring breakdown policies including Ours. This also applies to Our Homecall Referral Service where callout, parts, materials and labour are not covered. Please read Your policy carefully so that You know what is and is not covered.

#### Standard of workmanship

Aria Assistance will monitor the progress of Your assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

#### **Medical repatriation**

Please note that emergency repatriation is subject to agreement between the treating doctor and Our Medical Officer that this is medically necessary.

#### Look after yourself and Your possessions

You are expected to take care not to place yourself or Your possessions in any situation which may cause a loss. For example, luggage should not be left Unattended. There are also restrictions regarding items left in a vehicle overnight.

#### PLEASE MAKE SURE YOU READ THIS POLICY CAREFULLY

## INTRODUCTION TO YOUR POLICY

This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help You in the event of an emergency. The policy contains different levels of cover, some of which do not apply

unless You have paid the appropriate additional premium. Conditions and exclusions will apply to individual Sections of Your policy while general exclusions, conditions and notes will apply to the whole of Your policy.

Please read this document and Your Certificate very carefully to ensure You understand the extent of the cover and assistance services, exactly what is and is not covered, the conditions of cover, and that this meets Your requirements.

**Cooling Off Period:** Unless Your Trip will be completed within 1 month of buying this insurance, You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any premium You have paid and will recover from You any payments We have made.

PLEASE KEEP THIS DOCUMENT IN A SAFE PLACE AND TAKE IT WITH YOU WHEN YOU TRAVEL IN CASE YOU NEED ASSISTANCE OR NEED TO MAKE A CLAIM. IF YOU HAVE ANY QUESTIONS OR ARE IN ANY DOUBT ABOUT THE COVER PROVIDED PLEASE CALL OUR TRAVEL HELPLINE ON: 0844 338 5533.

### **CONTENTS**

Section Pag	e Section Page
Your European Motor Breakdown Policy	12 Personal Assistance Services
BREAKDOWN COVER  1 Cover Prior to Departure	.3       23 Personal Accident       .28         .3       24 Pet Travel Cover       .28         .4       25-29 Optional Winter Sports Cover       .30         .4       30 Special Sports & Activities Cover       .32         .5       31-32 Home Country Cover       .34         .5       General Conditions – applying to all Sections       .34         .6       General Exclusions – applying to all Sections       .37         .6       Making a Claim       .40         .7       Customer Satisfaction       .40
	Contact Numbers & Requesting Assistance

# YOUR ARIA ASSISTANCE EUROPEAN MOTOR BREAKDOWN POLICY

We will provide the services and benefits described in this policy:

- during the Period of Insurance
- · for the Insured Vehicle
- · within the Geographical Limits
- subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this policy
- to persons who habitually reside in the UK Area (i.e. have their main Home in the UK Area and have not spent more than 6 months abroad in the year prior to purchasing the policy), the Channel Islands or the Isle of Man.
- following payment of the appropriate premium for the level of cover selected. You should read these documents carefully. If You are unsure whether something is covered or excluded, please contact Our Customer Services Department on 01444 442442.

All benefits under this policy are underwritten by Great Lakes, Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

This policy is effected in England and is subject to the Laws of England and Wales. Aria Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

# SUMMARY OF COVER

Cover	Limits of Cover Excess (per person unless otherwise shown)	Excess
Roadside Assistance – if Your vehicle is immobilised abroad		
<ul><li>Call-out and towing to local repairer</li><li>Roadside labour charges</li></ul>	Necessary costs £100 per Trip	Nil
Car Hire - If Your vehicle is immobilised or stolen	£1,500 per policy	Nil
Vehicle & Passenger Repatriation – if Your vehicle is rendered unroadworthy or stolen during a Trip	Current UK market value of Insured Vehicle	Nil
Legal Protection	£50,000 per policy	Nil
Personal Assistance Services	£250 per Trip	Nil
Medical Emergency & Repatriation	£5,000,000	£35
Emergency Dental Treatment	£250	£35
Additional Accommodation & Travelling Costs	£750 per Trip	Nil
Hospital Daily Benefit	£25 per complete day of inpatient treatment: up to £250	Nil
Cancellation, Curtailment & Trip Interruption	£3,000	£35
Travel Delay	£20 for the first full 12 hour delay then £10 for each subsequent full 8 hours: maximum £100	Nil
Missed Departure on the Outward Journey	£250	Nil
Personal Luggage • Single article, or Pair or Set of articles • Valuables	£1,500 £300 £300	£35 £35 £35
Money & Passport  • Cash	£500 £250	£35 £35
Personal Liability	£2,000,000 per policy	£35
Personal Accident  Death  Loss of one or more Limbs, or total and irrecoverable Loss of Sight in one or both eyes	£15,000 £30,000	Nil Nil
Permanent Total Disablement	£30,000	Nil
Pet Travel Cover	Various	£50/£35
Optional Winter Sports Cover  Skis, ski equipment  Ski pass  Ski equipment delay  Piste closure  Avalanche or landslide	£500 £250 £15 per day up to a maximum of £300 £20 per day up to a maximum of £200 £30 per day up to a maximum of £150	Nil £35 £35 Nil Nil
Home Country Cover  • UK Medical Transfer  • Additional Accommodation Costs	Necessary costs £750 per Trip	Nil Nil

### **IMPORTANT NOTES**

We would like to draw Your attention to important features of Your policy including:

- Emergency Medical Expenses: This policy is NOT
  a Private Medical Insurance policy, and does not
  provide cover for procedures that can be carried
  out in Your Home Country after repatriation or
  for any medical expenses incurred in private
  facilities if a medically suitable State facility is
  available. This policy does not provide cover
  for private medical expenses when You are
  hospitalised in a state run hospital or clinic
  where EU residents have a right to state
  provided emergency treatment.
- Health: This policy contains restrictions regarding Pre-existing Medical Conditions which unless declared and accepted by Us in writing prior to travel may invalidate any subsequent claim. If You are in any doubt as to whether You would be covered by the policy please call the Medical Screening Helpline.
- Changes in health or medication: You must contact Us and declare any changes in Your health or Your medication that occur between the date You take out this policy and the date You start any Trip.
- Cancellation, Curtailment & Trip Interruption cover: This policy contains restrictions relating to whether You are covered to cancel, curtail or interrupt a Trip as a result of a change in the health of a non-insured travelling companion, Close Relative or person You plan to stay with whilst on Your Trip. Please refer to the 'Important Limitations - Cancellation, Curtailment & Trip Interruption Cover' section for full details.
- Special sports & activities: This policy specifically excludes participating in or practising for certain sports and activities. Please refer to the 'Special Sports and Activities' section for full details. If You are going to take part in special sports and activities where there may be a high risk of injury or if You are in any doubt as to whether cover will apply for a particular sport or activity, please call the Travel Helpline on 0844 338 5533.

- Age Limits: This policy has certain maximum age limits that apply at the commencement of the Period of Insurance. Breakdown Cover (sections 1-11) – Your vehicle must be under the age of 16 years Optional Personal Travel Cover (sections 12-32) – Each Insured Person must be under the age of 80 years Optional Winter Sports Cover (sections 25-29) – Each Insured Person must be under the age of 65 years.
- Trip Limits: This policy contains strict limits on the length of time You can spend travelling abroad on each Trip. Please refer to the definition of 'Trip' in the Meanings of Words. IF YOU TRAVEL FOR MORE THAN THE NUMBER OF DAYS FOR WHICH YOU HAVE PAID FOR COVER, YOU WILL NOT BE COVERED AFTER THE LAST DAY FOR WHICH YOU HAVE PAID. Trips must commence and end in Your Home Country and a return ticket must have been booked prior to departure.
- Medical Emergency: In the event of a medical emergency You must contact Us as soon as possible. You MUST contact Us before incurring expenses in excess of £500, except in case of emergency. If You are physically prevented from contacting Us immediately, You or someone designated by You must contact Us within 48 hours.
- Pregnancy and Childbirth: Cover under this
  policy is provided for unforeseen events. In
  particular, cover is provided under Section 13
  for unforeseen bodily injury or illness. Pregnancy
  and Childbirth are not considered to be either
  an illness or injury. For the avoidance of doubt,
  please note that cover is ONLY given under
  Sections 13, 15, 16 and 17 of this policy for
  claims arising from Complications of Pregnancy
  and Childbirth. Please make sure You read the
  definition of Complications of Pregnancy and
  Childbirth given under the Meaning of Words
  below.
- Third Party Liability: If You use any form of mechanically propelled vehicle, (e.g. car, motor cycle, moped or scooter) sail or powered boat, or an airborne craft, no liability cover will apply under

this policy and You must ensure that You have cover for third party injury or property damage in place.

- Vehicle Size Restrictions: No section of this policy shall apply if a vehicle exceeds the following gross vehicle weight and dimensions which apply inclusive of any load carried: 3,500kg, length 7m, height 3m and width 2.25m.
- · Personal Possessions: While this policy provides optional cover for Your Personal Luggage, if You are planning to take expensive items such as sophisticated photographic equipment. jewellery and other Valuables with You then You should check that You have adequate personal possessions cover, under a home contents insurance. The maximum We will pay under this policy for Valuables (as defined) owned by each Insured Person is limited to £300 (or £100 if the Insured Person is aged under 16). Personal Luggage claims are paid based on the original value of the goods less a deduction for wear and tear and loss of value based on the age of the goods at the time that they are lost. Claims are not settled on a 'new for old basis' or replacement cost basis; thus a deduction is made for wear, tear, and depreciation. Payment of any claims in respect of any one article or Pair or Set of articles will be limited to £50 unless satisfactory proof of ownership is submitted. Evidence of replacement value is not sufficient.
- Policy Limits: Most Sections of Your policy have limits on the amount We, the Insurer will pay under that Section. Some Sections also include other specific limits, for example: For any one item or for Valuables in total. You are advised to check Your policy.
- Policy Excess: Under certain Sections of the policy, claims will be subject to an excess. This means that You will be responsible for paying the first part of the claim up to the excess value per Insured Person for each and every incident. A definition of Policy Excess is in the Meaning of Words.
- Alternative Vehicle Benefit: When availing themselves of this benefit, drivers must produce a full UK/Irish Driving Licence with no endorsements held for at least one year (two years if travelling in Spain or Croatia). In addition, when collecting Your car, You will need a valid credit card, which must be in the name of the driver. An alternative similar car

- may be substituted subject to demand. Car hire suppliers may not be open for collection or drop-off on Sundays in some destinations. The provision of an alternative vehicle fitted with a Tow Bar is subject to availability and therefore cannot be guaranteed. In these circumstances, We will make every effort to ensure Your continued mobility within the financial limits of the Policy.
- Reasonable Care: You need to take all reasonable care to protect yourself and Your property, as You would if You were not insured.
- Car Hire & Excursions/Theme Park Tickets: We will not pay for the costs of pre arranged car hire or of any pre booked excursions, activity entrance fees and tickets or theme park tickets that You are not able to use if You have to cancel, curtail or interrupt Your Trip.

#### IMPORTANT VEHICLE HEALTH CHECK

The insurance operates on the basis that You will have had Your vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a Trip abroad. Will a routine service fall due before the end of Your intended Trip?

Or, are there any parts on Your vehicle that You are aware may need replacing before the end of Your Trip? If so, You should have Your vehicle serviced at least 10 days before Your Trip to allow sufficient time to carry out any repairs necessary. Don't forget that replacing such items abroad will disrupt Your Trip, may not be practicable within Your travel timescale, and could cost You significantly more than in the UK.

The breakdown benefits under Section 1 – Cover Prior to Departure – will NOT apply if You leave any such work until the final 10 days.

#### Keep proof of regular servicing in Your vehicle, with Your Travel Documents.

If You call Us for assistance, and Our mechanic reports to Us that it is evident You have not maintained Your vehicle in a state fit to complete Your intended Trip, You will have to pay all the costs arising from Our intervention.

#### **IMPORTANT HEALTH REQUIREMENTS**

You must comply with the following conditions in order to have full protection under this policy. If You do not comply We may cancel the policy, refuse to deal with Your claim or reduce the amount of any claim payment.

This insurance operates on the following basis:

- 1. To be covered, You must be healthy, fit to travel and to undertake Your planned Trip;
- The insurance will NOT cover You when You are travelling against the advice of a Medical Practitioner (or would be travelling against the advice of a Medical Practitioner had You sought his/her advice);
- The insurance will NOT cover You when You are travelling with the intention of obtaining medical treatment or consultation abroad;
- 4. The insurance will NOT cover You if You have any undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which You are awaiting investigations/consultations, or awaiting results of investigations, where the underlying cause has not been established)

### No claim arising directly or indirectly from a Pre-existing Medical Condition affecting You will be covered unless:

- You have declared ALL Pre-existing Medical Conditions to Us; and
- You have declared any changes in Your health or prescribed medication; and
- We have accepted the conditions for insurance in writing.

Each Insured Person who has a Pre-existing Medical Condition must make a Medical Health Declaration before each Period of Insurance and, if there are any changes in Your health or prescribed medication, prior to commencement of the Period of Insurance or departing on any Trip. Failure to declare ALL Pre-existing Medical Conditions that are relevant to the insurance may invalidate the policy.

We may require You to obtain a medical report from Your General Practitioner or Consultant in order to assess whether cover applies. Any costs incurred in obtaining this medical report shall be borne by You.

Based on Our assessment of the medical information supplied to Us, We will decide whether or not the person is suitable for insurance, if certain exclusions or restrictions should be imposed, or if cover can be offered subject to the payment of an additional premium. If We offer cover, and, if the cover is subject to the payment of an additional premium, cover will not commence until full payment has been received by Us and written confirmation has been provided by Us.

You should also refer to the General Exclusions.

To declare a Pre-existing Medical Condition or a change in Your state of health or prescribed medication.

You should contact the Medical Screening Helpline during office hours on: 0844 338 5851.

You should also refer to the General Exclusions.

#### Important Limitations - Cancellation, Curtailment & Trip Interruption Cover

This policy will **NOT** cover any claims under Section 17 (Cancellation, Curtailment or Trip Interruption) arising directly or indirectly from any Pre-existing Medical Condition known to You prior to the commencement of the Period of Insurance affecting any Close Relative or travelling companion who is not insured under this policy, or person with whom You intend to stay whilst on Your Trip if:

- · a terminal diagnosis had been received prior to the commencement of the Period of Insurance; or
- they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the Period of Insurance;

or if during the 90 days immediately prior to the commencement of the Period of Insurance they had:

- a) required surgery, inpatient treatment or hospital consultations; or
- b) required any form of treatment, been taking (or should have been taking) any prescribed medication, been prescribed new medication, or had a change in medication.

You should also refer to the General Exclusions.

# EMERGENCY ASSISTANCE 24 HOURS A DAY

You should first check that the circumstances are covered by Your policy. Having done this please contact the 24-hour telephone number shown after the appropriate Section of cover. Give Your name, insurance details, reference number and as much information as possible. Please give Us a telephone, fax or telex number, or email address where We can contact You or leave messages at any time of the day or night.

To comply with the terms and conditions of the insurance, You must obtain Our prior authorisation before incurring any expenses under the Breakdown Cover, or over £500 under the Personal Travel Insurance Cover, except in case of emergency. In case of emergency, if You are physically prevented from contacting Us

immediately, You or someone designated by You must contact Us within 48 hours.

Vehicle Assistance: Call Us and We will contact the nearest suitable garage. On motorways always use the Emergency telephones as these pinpoint Your exact location. The Police will arrange for Your recovery from the motorway. In this case contact Us when You reach a public phone or by using a mobile. If the local Police call for a recovery vehicle to tow You from the motorway, and You are asked to pay on the spot for this service, You should send Us the original receipt.

Please note that car hire companies impose driver minimum age restrictions and will require sight of a credit/debit or charge card before releasing the vehicle to You.

# RECIPROCAL HEALTH AGREEMENTS

If You intend travelling to European Union (EU) countries, the European Economic Area (EEA) or Switzerland, We would advise You to obtain a European Health Insurance Application Form from Your local main Post Office. On returning this, duly completed, to the main Post Office You will be issued with a European Health Insurance Card (EHIC), which will entitle You to certain free or reduced cost health arrangements in the EU, EEA or Switzerland. (Full details are given in the DOH Leaflet No. T7.1 - Health Advice for Travellers.)

Please note: For claims under Section 13 (Medical Emergency & Repatriation) or Section 14 (Emergency Dental Treatment), no Policy Excess will apply when You receive inpatient treatment (where medically necessary) at a state hospital within the EU, EEA or Switzerland if You have used the European Health Insurance Card to effectively reduce the cost of Your treatment or medicines.

#### **MEANING OF WORDS**

Wherever the following words and phrases appear in this policy they will always have these meanings:

**Accidental Bodily Injury:** A sudden, violent, external, unexpected specific event, which occurs at an identifiable time and place.

**Carrier:** A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

**Certificate:** The validation page issued in respect of this policy which sets out the sections of cover which apply, personal details of the Insured Persons, the Geographical Limits, the Insured Vehicle, the Period of Insurance, the premium and any other special conditions and terms.

Close Relative: Spouse or Common Law Partner, parent, parent-in-law, step-parent, legal guardian, children (including legally adopted and step-children, and daughter/son-in-law), sibling (including step-siblings and sister/brother-in-law), grandparent, grandchild, or fiancé(e) of an Insured Person.

**Common Law Partner:** The person living with the Insured Person as if husband or wife, including same sex partner, for at least six consecutive months at the commencement of the Period of Insurance.

Complications of Pregnancy and Childbirth: For the purposes of this Policy 'Complications of Pregnancy and Childbirth' shall only be deemed to include the following: toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Curtailment:** Abandonment of a planned Trip, after commencement of the outward journey, by return to Home earlier than on the scheduled return date.

**Family:** The main Insured Person, his/her spouse or Common Law Partner, and/or their dependent children under 18 years of age (in full-time education and residing with them).

**Geographical Limits:** The countries of Zone 1 or Zone 2 below for which You have paid the appropriate premium, except those countries or parts of countries where the Foreign & Commonwealth Office (FCO) has advised against travel, as specified on the Certificate.

**Zone 1:** The countries of the UK Area plus Belgium, Channel Islands, France, Luxembourg, Netherlands and the Republic of Ireland.

Zone 2: The countries of Zone 1, plus Andorra, Austria, Balearics, Bulgaria, Canary Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Malta, Monaco, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

Trips solely within Your Home Country are only insured under Annual Multi-Trip cover if You have pre-booked at least five consecutive nights paid accommodation.

Please note: Cover applies door-to-door, so the appropriate benefits (unless stated otherwise) apply within Your country of departure once You commence Your Trip, and during Your return journey to Your Home. You will be asked to demonstrate that You are planning or undertaking a journey abroad, for example by quoting a Channel crossing or accommodation booking reference.

You will be covered when travelling by recognised public transport between countries, but not if You are being paid to crew a private motor or sailing vessel or are travelling by private plane.

**Hire or Reward:** Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

**Home:** Your principal place of residence, used for domestic purposes, and including garage(s) and other outbuilding(s).

**Home Country:** Your country of residence (Please note for the purposes of this insurance the UK Area is defined as one country of residence).

Insured Person or You/Your: Each person named on the Certificate and for whom the appropriate premium has been paid and where the Optional Personal Travel Cover has been purchased, being not more than 79 years of age at the commencement of the Period of Insurance.

**Insured Vehicle:** The vehicle described on the Certificate:

- being a car, motorcycle (together with a side-car if applicable) with a cylinder capacity of at least 120cc, motorised caravan, light van, estate car or 4x4 sport utility vehicle;
- together with a towed caravan or trailer of proprietary make (when the additional premium has been paid);
- registered in the UK Area, Channel Islands or the Isle of Man and normally kept at the Policyholder's Home address;
- each vehicle to be covered must be less than 16 years old at the date of departure of the planned Trip (or, in the case of Annual Multi-Trip cover, at the inception date of this insurance);
- must not be used by You during the Trip for Hire or Reward:
- which is in good roadworthy condition, maintained and operated in accordance with the

- manufacturer's recommendations and holding a current valid MOT certificate if applicable;
- each must not exceed the following gross vehicle weight and dimensions (which apply inclusive of any load carried): 3,500kg; length 7m; height 3m; width 2.25m;
- and carrying not more than the number of persons recommended by the vehicle manufacturer, and for whom seats are available, with a maximum of 8 persons, including the driver;
- · excluding kit cars.

**Limits of Cover:** Unless stated otherwise, Our maximum liability in any one Period of Insurance is limited to the amount stated in each Section, per Insured Person.

**Loss of Limb:** Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

**Loss of Sight:** Total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 3 feet or less what You should see at 60 feet.)

Manual Work: Work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial/ supervisory, sales or administrative capacity), or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind (other than in the catering industry). Cover for Manual Work will be provided where such work is solely in a voluntary capacity, for a charity registered under the Charity Commission in England and Wales, the Scottish Charity regulator or the Department for Social Development in Northern Ireland and where there is no financial gain. In such circumstances, there will be no cover for hands-on involvement with the installation, assembly, maintenance, repair or use of heavy electrical, mechanical or hydraulic plant or machinery, or for working more than 3 metres above the ground, and cover for Personal Accident and Personal Liability is excluded. In the event of an injury occurring as a result of voluntary labour, the Policy Excess under Section 13 (Medical Emergency & Repatriation) will be increased to £250. Cover excludes interaction with wild animals of any kind.

**Medical Condition:** Any medical disease, sickness, condition, illness or injury including psychological or mental condition or illness, that has affected You or any Close Relative, travelling companion or person with whom You intend to stay whilst on Your Trip

**Medical Health Declaration:** Medical information that needs to be declared to Us before each Period of Insurance by any Insured Person who has suffered from a Pre-existing Medical Condition.

**Medical Practitioner:** A legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to You or any travelling companion.

**Money:** Sterling and foreign currency and travellers cheques.

**Pair or Set:** A number of items of Personal Luggage considered as being similar or complementary to one another or used together.

**Period of Insurance:** The period shown on the Certificate. Subject to:

Single Trip policies: Cancellation cover starts when You purchase this insurance or when You book Your Trip, whichever is the later. Cover under Section 1 commences up to seven days before Your planned departure date providing You have not purchased this policy within ten days of Your planned departure date. Cover for all other Sections applies for the duration of Your Trip, as stated on the Certificate, and for which You have paid the appropriate premium.

**Annual Multi-Trip policies:** Cancellation cover starts on the start date shown on Your Certificate or, if later, when you book Your Trip.

Cover for all other Sections of Your policy will start from the start date shown on Your Certificate or, if later, when You leave Your Home or usual place of business at the start of Your journey. The Period of Insurance is for 12 months during which You are covered for each Trip You book and undertake within that period, on condition that:

 each Trip does not exceed a maximum of 91 consecutive days or 183 consecutive days when You have paid the additional premium

- irrespective of the number of individual Trips You undertake in each Period of Insurance, the maximum number of days You can spend abroad must not exceed 183.
- Trips solely within Your Home Country are only insured if You have pre-booked at least five consecutive nights paid accommodation.

All Policies: Cover for any Trip ends on the earliest of:

- · the end date shown on Your Certificate; or
- the date You return to Your usual place of residence or business at the end of Your journey; or
- the date when the maximum number of days cover shown in Your policy has been reached.

**Note 1:** If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.

Note 2: Annual Multi Trip policies: There is no cover under this policy outside the Period of Insurance. However, if during the Period of Insurance You book a Trip with a start date or end date after the expiry of Your Annual Multi-Trip policy then Cancellation cover will continue for that Trip provided You renew this policy on or before its expiry date and there is no gap in cover.

**Note 3:** Legal advice and the Homecall Referral Service continue to apply for up to 7 days after You return Home.

**Permanent Total Disablement:** Permanent Total Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent You from engaging in, or giving any attention to, any and every business or occupation for the remainder of Your life.

**Personal Luggage:** Items usually carried or worn by travellers for their individual use during a Trip. In addition We will also cover the following items: the normal vehicle tool kit provided as standard by the manufacturer, Your DIY hand tools (the most We will pay for such tools is £50 in total), plus a warning triangle and a vehicle first-aid kit.

 Note 1: Items hired to You, and all items loaned or entrusted to You are excluded (other than skis and ski equipment where the appropriate Winter Sports premium has been paid).

 Note 2: This travel insurance is not intended to cover expensive items for which You should take out full 'Personal Possessions' insurance under Your Home Contents policy.

**Pet Travel Scheme:** System allowing eligible pet dogs and cats to travel between member countries without undergoing quarantine. For full details, refer to the Defra website.

**Policy Excess:** The first £35 per Insured Person, for each and every incident, each and every section of cover, where the Policy Excess applies.

- Note 1: In the event of an injury occurring as a result of voluntary Manual Work, the Policy Excess under Section 13 (Medical Emergency & Repatriation) will be increased to £250.
- Note 2: In the event of a claim under Pet Travel Cover, the Policy Excess under Section 24 will be £50 if the claim is in connection with a dog and £35 if the claim is in connection to a cat.

#### **Pre-existing Medical Condition:**

- 1. Any past or current Medical Condition that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/ check-up has been required or received during the 2 years prior to the commencement of cover under this policy and/or prior to any Trip: and
- any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to the commencement of cover under this policy and/ or prior to any Trip.

**Replacement Parts:** Those mechanical or electrical components that are essential to return the Insured Vehicle to a roadworthy condition.

**Secure Luggage Area:** Any of the following, as and where appropriate:

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

 A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

**Special Sports and Activities:** The activities listed under the Special Sports & Activities Cover Section of this policy.

**Strike** or **Industrial Action:** Any form of Industrial Action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Travel Documents:** Travel tickets, accommodation and other redeemable travel vouchers, Green Card, driving licences and passports.

**Trip:** A journey You undertake abroad, in the Insured Vehicle, within the countries of the Geographical Limits, during the Period of Insurance, and in the case of:

- Single Trip policies: a maximum of 31 consecutive days for which You have paid the appropriate premium; or
- Annual Multi-Trip Policies: a maximum of 91 consecutive days or 183 consecutive days when You have paid the additional premium.
- Note 1: If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- Note 2: Trips must commence and end in Your Home Country and a return ticket must have been booked prior to departure.
- Note 3: When You have purchased Annual Multi-Trip cover, including the optional Personal Travel Cover, You will be insured for one Trip of up to 17 consecutive days in any one 12 month Period of Insurance which You undertake without the Insured Vehicle. In this case, cover under sections 1 to 11 will not apply.
- Note 4: When You have purchased Annual Multi-Trip cover, Trips must take place entirely during the Period of Insurance (or continue into the next Period of Insurance if Your contract is renewed with Us, and is in force at the time of any incident resulting in a claim)

If, however, Your Trip exceeds 31 consecutive days in length (91 or 183 days if the appropriate additional premium has been paid), then no cover will apply in respect of those days in excess of this, and You will need to make Your own arrangements for assistance.

**UK Area:** Great Britain, Northern Ireland and the Isle of Man but not including the Channel Islands.

**Unattended:** When You cannot see and/or are not close enough to Your property or vehicle to prevent unauthorised interference or theft of Your property or Insured Vehicle.

Valuables: Cameras, photographic, and video equipment, and associated equipment of any kind: computer hardware and software including notebooks, laptops, tablet PC's; games consoles (Playstation, X- box, Gameboy, Nintendo, etc) accessories and games; personal organisers; satellite navigation systems; mobile telephones; smartphones: televisions: portable equipment (DVD, CD, minidisc, MP3 players, i-pods, etc) and all associated discs and accessories; spectacles; prescription sunglasses; telescopes; binoculars; jewellery; watches; furs; leather articles; perfumes; precious stones and articles made of or containing gold, silver or other precious metals.

**We, Our or Us:** Aria Assistance, a trading style of Aria Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

**Winter Sports:** The activities listed under the Optional Winter Sports Cover Section of this policy.

You/Your: Each person named on the Certificate and for whom the appropriate premium has been paid and where the Optional Personal Travel Cover has been purchased,

being not more than 79 years of age at the commencement of the Period of Insurance.

#### **UPGRADES**

This policy contains different levels of cover, some of which do not apply unless You have paid the appropriate additional premium. Any extra benefit You have purchased is shown on Your Certificate. Please read the wording and ensure the cover reflects Your requirements.

Upon the payment of an additional premium, You may upgrade Your insurance coverage by purchasing any of the following upgrades prior to commencement of Your Trip:

- Caravan & Trailer Cover: Your policy can be extended to cover caravans and trailers of a proprietary make.
- Winter Sports Cover: If You are under 65 years
   of age, Your policy can be extended, subject
   to certain limitations, to cover Winter Sports.
   Please refer to the Optional Winter Sports Cover
   Section in this policy for full details.
- Additional Pet Cover: Your policy can be extended to cover emergency veterinary treatment and increased cover for quarantine boarding.
- 183 Day Trip Cover Your Annual Multi-Trip policy can be upgraded to cover Trips of up to a maximum of 183 consecutive days.
- Personal Travel Cover Your motor breakdown cover can be upgraded to include personal travel. See Sections 12 - 24 for full details of cover.

## **BREAKDOWN COVER**

# SECTION 1 COVER PRIOR TO DEPARTURE

#### What is covered:

If the Insured Vehicle is lost, immobilised or made unroadworthy as a result of breakdown, accident, fire or theft occurring in the seven days immediately before Your arranged departure date for a Trip, and

 i) the Insured Vehicle, if stolen, is not recovered before Your arranged departure date.

OR

- ii) the Insured Vehicle cannot be repaired within 24 hours following the booked time of departure for the Trip.
- We will pay up to £1,500 in total under this Policy towards the hire of a suitable replacement vehicle, where available, to enable You to carry out Your original Trip.
- We will pay for the rental charge, collision damage waiver and any necessary drop-off charge. In the case of motorcycles, We will provide a Group A replacement vehicle where

the Policyholder holds a valid driving licence. **Please note:** You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.

If the Insured Vehicle is repaired within 24 hours after the original time You had planned to depart on the Trip, we will pay for the additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where Your original route is unavailable, the nearest suitable alternative sea crossing).

Any claim involving the hire of a replacement vehicle must have Our prior approval. You must contact Us as soon as You know Your vehicle may be unavailable for the planned Trip.

Your claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of Your vehicle.
- precise details of the breakdown or damage.
- breakdown, when occurring, was sudden and unforeseen.
- repairs cannot be effected before the date You plan to begin Your Trip.

#### What is not covered:

- a) any claim under this section resulting from breakdown if You have purchased this insurance less than TEN days before Your planned date of departure of Your Trip.
- any claim under this section when actual or imminent breakdown of Your vehicle is diagnosed or discovered in the course of a service carried out less than TEN days prior to Your planned date of departure.
- c) loss of use of a vehicle hired to You.
- a replacement vehicle for a motorcycle where the Policyholder does not hold the appropriate vehicle licence.
- e) the cost of fuel and oil used in any replacement vehicle.
- the cost of any optional Personal Accident insurance or other benefit not specifically covered under this Section.
- g) Trips solely within Your Home Country.
- h) anything mentioned in the General Exclusions.

### FOR UK VEHICLE ASSISTANCE CALL: 0844 338 5700

#### **SECTION 2 ROADSIDE ASSISTANCE**

#### What is covered:

If the Insured Vehicle is immobilised or made unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown, We will arrange, and pay for roadside assistance and, if necessary, transport the Insured Person(s) and the Insured Vehicle to the nearest repairer.

Any garage or specialist undertaking repair work (other than at the roadside) will be acting as Your agent for such repair work.

#### What is not covered:

- a) roadside labour charges in excess of £100 per Trip.
- b) the cost of Replacement Parts or other materials.
- any winching costs or the use of specialist off highway-recovery equipment.
- any tolls, fines, parking or congestion charges arising under this policy.
- e) charges for any labour not incurred at the roadside.
- f) anything mentioned in the General Exclusions.

### FOR VEHICLE ASSISTANCE FIRST DIAL THE UK CODE, THEN: \*844 338 5700

(\*When calling from inside the UK first dial zero)

# SECTION 3 MISSED MOTORAIL CONNECTION

What is covered: If You fail to connect with a pre-booked Motorail service on the outward journey as a result of:

 Your arrival at the departure point in Your Home Country is too late to commence the booked Trip due to an accident or breakdown involving the Insured Vehicle in the course of the Trip;

#### OR

 Scheduled public transport is cancelled or curtailed due to adverse weather conditions, Strike or Industrial Action, mechanical breakdown or failure;

We will arrange and pay for:

 i) storage of the Insured Vehicle in a secure parking area near to the Motorail depot for the period of the Trip;

AND

ii) a standard second-class return rail ticket to enable You to continue the Trip to/from the intended Motorail destination station in the event that the passenger part of Your Motorail ticket cannot be used:

#### TOGETHER WITH

iii) hire of a suitable replacement vehicle at the Motorail destination, where available, up to a maximum under this Policy of £450 in respect of all Insured Persons. We will pay for the rental charge, collision damage waiver and any necessary drop off charge. Please note: You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.

You must have taken every reasonable step to complete the journey to the departure point and to the Motorail depot on time.

#### What is not covered:

- claims arising from Strike or Industrial Action which was public knowledge at the time You made travel arrangements for the Trip.
- b) withdrawal from service (whether temporary or otherwise) of the sea vessel, train or hovercraft on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.
- c) claims arising in connection with the return (inward) journey.
- d) Trips solely within Your Home Country.
- e) anything mentioned in the General Exclusions.

### FOR ASSISTANCE FIRST DIAL THE UK CODE, THEN: \*844 338 5700

(\*When calling from inside the UK first dial zero)

# SECTION 4 REPLACEMENT PARTS DESPATCH

#### What is covered:

If the Insured Vehicle needs Replacement Parts during a Trip outside Your Home Country, but these are not available locally, then on receipt of Your instructions We will undertake to obtain them elsewhere, and will pay all freight charges involved in despatching them to the location of the Insured Vehicle. The maximum We will pay under this section will be £600. Please be aware there may

be some delay in despatching Replacement Parts.

We will endeavour to provide the Replacement Parts required but We can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate.

We will pay the cost of location and transport of the Replacement Parts. The actual cost of the parts and any Customs Duty must be paid to Us by You by a debit to Your credit or charge card or by a prior deposit of funds in Your Home Country.

When You are invoiced for a surcharge subject to the return of the old unit or part, You must return the defective part at Your own expense to the supplier.

If You instruct Us to obtain Replacement Parts and these are not subsequently required, or You do not await their arrival, or You have instructed Us to order the incorrect Replacement Parts, You will be responsible for the net cost of such parts, including all forwarding charges arising from their return and also any further delivery charges for the correct part.

If You request a repairing garage or dealer to specify Replacement Parts then the instructions from the garage or dealer will be treated as coming from You.

#### What is not covered:

- a) The actual costs of any parts.
- Forwarding charges in excess of the market value of the vehicle.
- c) Forwarding charges for non-essential Replacement Parts.
- d) Any costs that exceed £600.
- e) Trips solely within Your Home Country.
- f) anything mentioned in the General Exclusions.

### FOR ASSISTANCE FIRST DIAL THE UK CODE, THEN: \*844 338 5700

(\*When calling from inside the UK first dial zero)

# SECTION 5 BREAK-IN EMERGENCY REPAIRS

#### What is covered:

In the event of a theft (or attempted theft) of the Insured Vehicle or the contents contained in the Insured Vehicle during the Trip, We will pay up to £175 in total under this Policy for immediate emergency repairs and/or Replacement Parts, necessary to place the Insured Vehicle in a secure condition to continue the Trip.

You must obtain a Police Report within 24 hours of discovery of the incident which gives rise to a claim.

#### What is not covered:

- a) damage to paintwork or other cosmetic items.
- b) costs incurred following Your return Home.
- c) Trips solely within Your Home Country.
- d) anything mentioned in the General Exclusions.

### FOR ASSISTANCE FIRST DIAL THE UK CODE, THEN: \*844 338 5700

(\*When calling from inside the UK first dial zero)

#### **SECTION 6 VEHICLE OUT OF USE**

#### What is covered:

If the Insured Vehicle is lost, immobilised or made unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown, and repairs cannot be completed within 24 hours, We will pay up to a maximum of £1,500 in total under this Policy for:

 the additional cost of transporting You, with Your luggage, to Your destination by public transport.

#### OR

- for the immediate hire of a replacement vehicle, where and when obtainable, whilst the Insured Vehicle remains unserviceable.
   We will pay for the rental charge, collision damage waiver and any necessary drop-off charge. Please note: You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.
- If We are unable to arrange a suitable replacement vehicle as Your party is too large, or where it is not available under the suppliers hire terms, You will be required to select one of the other two benefits under this section.

#### OR, ALTERNATIVELY

 the cost of local overnight hotel accommodation while You wait for repairs to be completed, subject to the following:

We will pay Bed & Breakfast only costs up to a maximum of £125 per Insured Person within the overall limit for this Section.

The above applies on condition that this cost is additional to, or in excess of, any accommodation costs You had planned to pay if the loss of use of the Insured Vehicle had not occurred.

#### What is not covered:

- a) the cost of fuel and oil used in any replacement vehicle.
- the cost of any optional Personal Accident insurance or other benefit not specifically covered under this Section.
- c) costs incurred outside the period of the Trip.
- d) tolls, fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- e) Trips solely within Your Home Country.
- f) anything mentioned in the General Exclusions.

### FOR ASSISTANCE FIRST DIAL THE UK CODE, THEN: \*844 338 5700

(\*When calling from inside the UK first dial zero)

#### **Important Information:**

Drivers must produce a full Driving Licence with no endorsements held for at least one year (two years if travelling in Spain or Croatia). When collecting Your car You will need a valid credit card, which must be in the name of the driver. An alternative similar car may be substituted subject to demand. Car hire suppliers may not be open for collection or drop-off on Sundays in some destinations. The provision of an alternative vehicle fitted with a Tow Bar is subject to availability and therefore cannot be guaranteed. In these circumstances, We will make every effort to ensure Your continued mobility within the financial limits of the Policy.

#### **SECTION 7 CAMPING TRIPS**

#### What is covered:

If the tent You are carrying with You, and using in the course of the Trip as Your principal overnight accommodation, is made unserviceable through theft or accidental damage:

 We will pay the cost of hiring a suitable replacement tent, where available, for the remainder of the period of the Trip, and will arrange for the delivery of this replacement tent to the site where You are staying.

OR, where this is not practicable

• We will pay up to £100 in total per Insured

Person for emergency Bed & Breakfast only expenses (excluding alcohol) over and above those planned, with an overall maximum under this Policy, for all Insured Persons, of £500 in total.

#### What is not covered:

- a) any expenses incurred as a result of adverse weather conditions which do not actually damage the tent so as to render it unserviceable.
- loss of use of any tent You are not carrying on the Trip with You or which belongs to a Tour Operator or holiday company.
- c) Trips solely within Your Home Country.
- d) anything mentioned in the General Exclusions.

FOR ASSISTANCE FIRST DIAL THE UK CODE, THEN: \*844 338 5700

(\*When calling from inside the UK first dial zero

#### **SECTION 8 ALTERNATIVE DRIVER**

#### What is covered:

If the driver is declared medically unfit to drive the Insured Vehicle in the course of a Trip, or has to return Home early because of what **We agree** is a serious or urgent reason, and there is no other Insured Person qualified and competent to drive, We will pay all necessary additional costs incurred to repatriate the Insured Vehicle to Home. At Our option We may elect to provide a qualified driver to drive back the Insured Vehicle and passengers.

#### What is not covered:

- a) Trips solely within Your Home Country.
- b) anything mentioned in the General Exclusions.

FOR ASSISTANCE FIRST DIAL THE UK CODE, THEN: \*844 338 5700

(\*When calling from inside the UK first dial zero

#### **SECTION 9 REPATRIATION**

#### What is covered:

If the Insured Vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown and it cannot be repaired by the intended time of Your return Home to Your Home Country (or, in the case of theft, has not been recovered in a roadworthy condition), We will pay for:

· The cost of transporting You, with Your hand

- luggage and Valuables, back to Your Home address in Your Home Country.
- The cost of transporting the Insured Vehicle to Your Home address in Your Home Country. OR

When agreed in advance by Us, the cost of one person to travel to the location of the Insured Vehicle by public transport to drive the repaired vehicle to Your Home.

 Necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs

The means of transport to be employed shall be at Our discretion. In the event of the preferred method of transport not being available, We will arrange an alternative means of transport, at Our discretion.

The maximum We will pay under this Policy to repatriate the Insured Vehicle will be limited to its current market value in the UK Area.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the UK Area, and when You confirm to Us that these repairs will be put in hand.

If You are repatriated by Us, We will pay the cost of transporting Your personal possessions, other than hand luggage and Valuables, to Your Home address either together with or separately from the Insured Vehicle.

In the event that the Insured Vehicle is not repatriated by the time of Your arrival Home, We will pay for up to 14 days hire of a Group A replacement vehicle, when and where available, until the Insured Vehicle is delivered to Your Home address or a nominated garage of Your choice within the UK Area.

#### What is not covered:

- a) repatriation of vehicle occupants injured in an accident involving the Insured Vehicle unless they have purchased Personal Travel Insurance under this Policy.
- b) Trips solely within Your Home Country.
- c) anything mentioned in the General Exclusions.

FOR ASSISTANCE FIRST DIAL THE UK CODE, THEN:\*844 338 5700 FAX \*1444 412583

(\*When calling from inside the UK first dial zero)

#### **SECTION 10 LEGAL PROTECTION**

#### What is covered:

BAIL BOND

Following a debit to Your credit or charge card, or a prior deposit of funds in Your Home Country, in Our favour, We will guarantee up to £1,000 to enable You to provide Bail or other security to any judicial authority to secure Your release and/or the release of the Insured Vehicle if detained in connection with a road traffic accident.

#### DEFENCE

We will pay up to £1,000 in respect of legal costs incurred in defending You in a Court outside Your Home Country against an alleged motoring offence involving the Insured Vehicle during a Trip. You must notify Us within 28 days of receiving a summons.

#### What is not covered:

- a) alleged offences involving breaking the speed limit only, when no other offence is involved.
- b) the defence of an alleged offence where there is no reasonable prospect of affecting the outcome of the prosecution.
- c) costs or expenses incurred without prior authorisation by Us.
- d) any claim not notified to Us within 28 days of Your receiving the summons.
- e) Your travelling and subsistence expenses.
- f) fines awarded against You.
- g) alleged offences involving driving under the influence of drink and/or drugs or driving above the legally permitted blood/alcohol level.
- h) anything mentioned in the General Exclusions.
- LEGAL EXPENSES

#### What is covered:

If You suffer death or personal injury during the Trip, or if Your Home in Your Home Country suffers damage during the Trip, then in the event that You or Your personal representatives decide to take out legal proceedings in pursuit of compensation, and We consider that You are likely to obtain a reasonable settlement:

We will advance on Your behalf:

 Up to £50,000 in total under this policy per Insured Person (and in total for all Insured Persons) for legal costs and expenses directly incurred in the pursuit of these proceedings.

 Additional travel expenses in the event that a Court outside Your Home Country requires You to attend in connection with an event giving rise to an action under this Section, up to a maximum per Insured Person of £250.

When We have begun proceedings on Your behalf and You receive no compensation, or only limited compensation, We will indemnify You against claims for fees, costs and expenses arising out of the proceedings, to the extent that these fees, costs and expenses exceed the amount of any compensation You have received, up to £50,000 in total under this policy per Insured Person (and in total for all Insured Persons). This benefit will be offset against the advance described above.

#### Special conditions relating to claims

We shall have complete control over the legal proceedings although You do not have to accept the lawyer nominated by Us.

Lawyers must be qualified to practice in the Courts of the country where the event giving rise to the claim occurred or where the proposed defendant under this Section is resident.

If You are unable to agree with Us on a suitable lawyer, We will ask the ruling body for lawyers in that country to nominate another lawyer. In the meantime, We may appoint a lawyer to protect Your interests.

If an award of compensation is made and payment is received by You, or by a lawyer instructed on Your behalf, then all sums advanced or paid by Us shall be repaid out of the compensation received.

We will not begin legal proceedings in more than one country in respect of the same occurrence.

You must notify Us as soon as possible of any incident which may give rise to a claim, and at the latest, within 90 days.

#### What is not covered:

- a) costs or expenses incurred without prior authorisation by Us.
- b) any incident, which may give rise to a claim, not notified to Us within 90 days.
- c) the pursuit of a claim against Us, Our agent or an Insurer underwriting any Section of this policy, or

- a Travel Agent, Tour Operator or Carrier.
- d) actions between Insured Persons, or actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
- e) any advice or any claim arising in connection with a Trip solely within Your Home Country.
- f) anything mentioned in the General Exclusions.

FOR LEGAL CLAIMS FIRST DIAL THE UK CODE, THEN: \*844 338 5600

FAX \*1444 444439

(\*When calling from inside the UK first dial zero)

# SECTION 11 CUSTOMS REGULATIONS

#### What is covered:

If as the result of fire, theft, accidental damage or breakdown occurring outside Your Home Country during a Trip:

- The Insured Vehicle is beyond economic repair, We may arrange for its disposal under Customs supervision in the country where it is situated. In this case We will deal with the necessary Customs formalities.
- The Insured Vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or You inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then We will pay Your liability for any duty claimed from You. We will not pay the cost of any other import duties imposed by Customs.

#### What is not covered:

- a) the cost of any other import duties imposed by Customs.
- b) anything mentioned in the General Exclusions.

### FOR VEHICLE ASSISTANCE CALL: 0844 338 5700

### OPTIONAL PERSONAL TRAVEL COVER

# SECTION 12 PERSONAL ASSISTANCE SERVICES

#### What is covered:

We will pay the administrative and delivery costs, up to a maximum of £250 per Trip, in providing the following services in respect of a Trip:

#### a) Information about Your destination

We can provide information on:-

- current visa and entry permit requirements for any country. However, if You hold a passport from a country other than Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, We may need to refer You to the UK Embassy or Consulate of that country;
- current requirements for inoculations and vaccinations for any country in the World and advice on current World Health Organisation warnings;
- arranging relevant inoculations and vaccinations before the commencement of a Trip abroad. We will not pay the cost of these inoculations or vaccinations;

- · climate;
- · local languages;
- · time differences;
- main bank opening hours, including whether or not a Bank Holiday falls within Your intended Trip;
- motoring restrictions, regulations, Green Card and other insurance issues.

### FOR INFORMATION ABOUT YOUR DESTINATION CALL: 0844 338 5777

#### b) Transfer of Emergency Funds

We will transfer emergency funds to You in case of urgent need, up to a maximum under this policy, per Trip, of £500. This service will apply when access to Your normal financial/banking arrangements is not available locally, and is intended to cover Your immediate emergency needs. You must authorise Us to debit Your credit or charge card with the amount of the transfer, or You must make alternative arrangements to deposit the funds in Our account in the UK.

 Message Relay We will transmit two urgent messages following illness, accident or travel delay problems.

#### d) Drug Replacement

We will assist You in replacing lost drugs or other essential medication, or lost or broken prescription glasses or contact lenses, which are unobtainable overseas. We can source and deliver to You compatible blood supplies.

#### What is not covered:

The cost of any items or of blood (unless insured under another Section of this policy), and the costs of supplying any medication inadvertently not carried by the Insured Person on the Trip.

#### e) Non-Emergency Medical Referral

We will provide the names and addresses of local doctors, hospitals, clinics and dentists when consultation or minor treatment is required. If any other treatment is involved, You must contact Us as soon as possible, before You incur charges of more than £500.

If Your child (aged under 18 years) who has been left in Your Home Country becomes ill or suffers injury, We can provide medical advice and monitor the situation until Your return Home.

#### f) Tracing Lost Luggage

If Your luggage is lost or misdirected in transit, and the Carrier has failed to resolve the problem, We will help with tracing and re-delivering the luggage. You will need to have Your luggage tag number available.

#### g) Replacement Travel Documents

We will help You replace lost or stolen tickets and Travel Documents and refer You to suitable travel offices.

#### What is not covered:

The cost of any items insured under another Section of this policy.

#### h) Lost Credit Cards

If Your credit or charge cards are lost or stolen while You are abroad, We can advise the appropriate card issuers.

#### i) Homecall Referral

If Your Home suffers damage during Your Trip, then We can arrange for a repairer from Our list of Aria Assistance-approved tradesmen to contact You to effect emergency repairs to the domestic plumbing or drainage system, the domestic gas or

electricity supply, the roofing, external locks, doors or windows, or the fixed heating system.

You can call Us for help up to seven days after You have returned Home from a Trip.

You will be responsible for the payment of ALL charges associated with effecting the repair, including any call-out fee, and You should make arrangements to pay the repairer or Aria Assistance at the time the work is carried out.

FOR DOMESTIC EMERGENCY ASSISTANCE CALL: 0844 338 5810 SECTION

# 13 MEDICAL EMERGENCY & REPATRIATION

#### What is covered:

We will pay the following costs, up to £5,000,000, for each Insured Person who suffers sudden and unforeseen bodily injury or illness, or who dies during a Trip outside Your Home Country:

- Medical expenses for the immediate needs of an unforeseen medical emergency. Included are Medical Practitioner's fees, hospital expenses, in-patient and out-patient medical treatment and charges for medical transportation to the nearest suitable hospital abroad, when deemed necessary by a recognised Medical Practitioner.
- Burial or cremation of a deceased Insured Person abroad up to £2,500; or alternatively transportation costs of returning Home an Insured Person's body or ashes.
- Additional travelling costs to repatriate You Home when recommended by Our Medical Officer. We will pay for the cost of a medical escort if considered necessary.

If Our Medical Officer advises a date when it is feasible and practical to repatriate You, but You choose instead to remain abroad, Our liability to pay any further costs under this Section after that date will be limited to what We would have paid if Your repatriation had taken place.

#### What is not covered:

 a) costs in excess of £500 which have not been authorised by Us in advance (see Important Notes);

- any claims arising directly or indirectly as a result of any Pre-existing Medical Conditions, unless You have declared ALL Pre-existing Medical Conditions to Us and We have written to You accepting them for insurance;
- any pre-planned or pre-known or expected medical treatment or diagnostic procedure;
- d) treatment which, in the opinion of Our Medical Officer, can reasonably be delayed until Your return to the country of departure;
- e) any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury;
- any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- g) treatment or services provided by a private clinic or hospital, health spa, convalescent home or any rehabilitation centre unless confirmed as medically necessary by Our Medical Officer:
- h) treatment for cosmetic purposes unless
  Our Medical Officer agrees that such
  treatment is necessary as
  the result of an accident
  covered under this policy;
- expenses incurred as a result of a tropical disease when You have not had the recommended inoculations and/or taken the recommended medication;
- j) any costs incurred in Your Home Country other than in connection with transportation of You or Your remains to Home from abroad;
- k) any costs where the transportation Home has not been arranged by Us;
- any costs in respect of unused pre-paid travel costs when We have paid to repatriate You;
- m) air-sea rescue and transfer costs;
- n) the Policy Excess except where You have received inpatient treatment at a state hospital within the European Union, European Economic Area or Switzerland and You have used a European Health Insurance Card to effectively reduce the cost of Your treatment or medicines.
- any costs incurred by You when You are engaging in Winter Sports, unless You have paid the Winter Sports premium;

- the cost of any medical expenses incurred in private facilities if a medically suitable state facility is available;
- q) the cost of private medical expenses when You are hospitalised in a state run hospital or clinic and You have a right to state provided emergency treatment;
- r) anything mentioned in the General Exclusions.

#### In an emergency

You should first check that the circumstances are covered by Your policy. Having done this please contact the number shown below, giving Your name, Certificate number, and as much information as possible.

Please give Us a telephone, fax or telex number where We can contact You or leave messages at any time of the day or night.

To comply with the terms and conditions of the insurance You MUST contact Us as soon as possible. You MUST obtain Our prior authorisation before incurring any expenses over £500, except in case of emergency. In case of emergency, if You are physically prevented from contacting Us immediately, You or someone designated by You must contact Us within 48 hours.

For assistance outside U.K. dial: +44 844 338 5900 If travelling alone, We recommend that You should carry Your insurance documents with You at all times.

# SECTION 14 EMERGENCY DENTAL TREATMENT

#### What is covered:

We will pay up to £250 for each Insured Person for the costs of providing necessary temporary treatment for the immediate relief of pain or discomfort, and/or emergency repairs to dentures and orthodontic appliances carried out solely to alleviate distress in eating.

#### What is not covered:

- a) the costs of any subsequent permanent or routine treatment;
- any pre-planned or pre-known dental treatment or diagnostic procedure;
- c) treatment which, in the opinion of Our Dental

- Officer, can reasonably be delayed until Your return to Your Home Country;
- any dental treatment or diagnostic procedure which is not solely for the immediate relief of pain or discomfort, or to alleviate distress in eating;
- e) normal wear and tear;
- f) the cost of any dental expenses incurred in private facilities if a medically suitable State facility is available;
- g) the cost of private dental expenses when You receive treatment in a state run practice or clinic and You have a right to state provided emergency treatment;
- any self-inflicted damage, including damage caused by tooth-brushing or any other oral hygiene activity;
- i) any damage to dentures, other than whilst being worn by You;
- j) dental treatment involving the provision of dentures or the use of precious metals;
- k) any costs incurred in Your Home Country;
- the Policy Excess except where You have received inpatient treatment at a state hospital within the European Union, European Economic Area or Switzerland and You have used a European Health Insurance Card to effectively reduce the cost of Your treatment or medicines;
- m) any costs incurred by You when You are engaging in Winter Sports unless You have paid the Winter Sports premium;
- n) anything mentioned in the General Exclusions.

# SECTION 15 ADDITIONAL ACCOMMODATION & TRAVELLING COSTS

#### What is covered:

On condition that You contact Us first and We make all the travel arrangements, in the event of a valid claim for repatriation under Section 13 (Medical Emergency & Repatriation), We will pay up to an overall limit of £750 per Trip for the following:

 If Our Medical Officer confirms that it is medically necessary for You to be accompanied on the Trip Home, and the return journey cannot

- take place on the original scheduled date, We will pay for the additional travelling costs and accommodation costs incurred by one person staying with You and accompanying You on the Trip Home.
- Additional travelling and accommodation costs arranged by Us for one person required, on medical advice, to fly out to You and accompany You Home.
- A return journey air ticket plus reasonable accommodation costs to enable a business colleague, where necessary, to replace You in Your location outside Your Home Country following Your medical repatriation or death during a Trip.
- Additional travelling costs incurred in returning Home Your children under 18 years of age and insured under this policy if You are incapacitated and there is no other responsible adult to supervise them. A competent person will be provided to accompany the children Home.

#### What is not covered:

- a) any air travel costs in excess of a return economy/tourist class ticket;
- b) accommodation costs other than the cost of the room;
- c) for each child to be repatriated, their air travel costs in excess of a one-way economy/tourist class ticket;
- any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- e) anything mentioned in the General Exclusions.

FOR ASSISTANCE FIRST DIAL THE UK CODE, THEN: \*844 338 5900

FAX \*1444 410102

(\*When calling from inside the UK first dial zero)

#### **SECTION 16 HOSPITAL DAILY BENEFIT**

#### What is covered:

In the event of a valid claim under Section 13 (Medical Emergency & Repatriation) or Section 14 (Emergency Dental Treatment), when You are admitted to a recognised hospital abroad as an inpatient for more than 24 continuous hours, We will pay You a benefit of £25 per Insured Person per complete day of in-patient treatment up to a maximum

under this policy of £250 per Insured Person.

#### What is not covered:

- a) any claim arising in connection with a Trip solely within Your Home Country;
- any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- c) anything mentioned in the General Exclusions.

#### SECTION 17 CANCELLATION, CURTAILMENT & TRIP INTERRUPTION

#### **Cancellation & Curtailment**

#### What is covered:

We will reimburse up to a maximum of £3,000 per Insured Person in total under this policy for financial loss You suffer, being non-refundable deposits and amounts You have paid for travel and accommodation You do not use because of Your inability to commence travel or complete the Trip.

This policy covers direct travel and accommodation costs and does not cover any costs associated with car hire or parking, pre booked excursions, activity entrance fees and tickets or theme park tickets.

We will only pay for financial loss You suffer on behalf of any travelling companion if they are insured and named on this policy. If Your travelling companion is not insured under this policy, You will need to claim against their travel insurance policy for any amounts that You have paid on their behalf.

Cancellation cover applies if You have booked a Trip to take place within the Period of Insurance, but You are <u>forced</u> to cancel Your travel plans because of one of the following changes in circumstances, which is beyond Your control, and of which You were unaware at the time You booked the Trip. Please see also the Travel Delay cover (Section 18).

**Curtailment** cover applies if You are <u>forced</u> to cut short a Trip You have commenced, and return to Your Home Country, because of one of the following changes in circumstances which is beyond Your control, and of which You were unaware at the time You booked the Trip:

- Unforeseen illness, injury or death of You, a Close Relative or any person with whom You have arranged to travel or stay during the Trip.
- You abandoning Your Trip following the cancellation of or a delay of more than 12 hours in the departure of Your outward international flight, sea crossing, coach or train journey, forming part of the booked Trip's itinerary, as a result of Strike or Industrial Action (of which You were unaware at the time You either booked the Trip or purchased the policy), adverse weather conditions, or the mechanical breakdown of, or accident of, the aircraft, sea vessel, coach or train.
- You or any person with whom You plan to travel being called up for Jury Service or being subpoenaed as a witness in a Court of Law (other than in a professional or advisory capacity).
- If You are made redundant and You qualify for redundancy payment under current legislation.
- Accidental damage, burglary, flooding or fire affecting Your Home, occurring during the Trip or within 48 hours before You depart, when the loss relating to Your Home is in excess of £1,500 and Your presence is required by the Police in connection with such events.
- · Your compulsory quarantine.

#### **Trip Interruption**

#### What is covered:

On condition that You contact Us first, and that We make all the travel arrangements, We will pay necessary additional travelling costs incurred in returning You Home in the event You have a valid Curtailment claim. If the situation permits, and the period of Your original booked Trip has not expired, We will also pay necessary additional travel costs in transporting You back to the location abroad.

Travel by air will be limited to one economy/tourist class ticket for each Insured Person.

**Trip interruption** cover applies when You need to make an unscheduled return journey to Your Home Country during a Trip because of:

- the death, imminent demise, or hospitalisation due to serious accident or illness, of a Close Relative;
- accidental damage, burglary, flooding or fire affecting Your Home during Your Trip, when a

loss in excess of £1,500 is involved and when Your presence is required by the Police in connection with such events.

If You cannot recoup the cost of any pre-paid accommodation, You may be able to submit a prorata Curtailment claim under this Section for such costs. The maximum amount We will pay under Section 17 in total for cancellation, Curtailment and Trip interruption claims is £3,000 per Insured Person.

#### Special conditions relating to claims

You must obtain a medical certificate from the Medical Practitioner in attendance and Our prior approval to confirm the necessity to return Home prior to the scheduled return date of the Trip in the event of unforeseen illness or injury. In the event of Curtailment or interruption of the Trip, You must contact Us first and allow Us to make all the necessary travel arrangements.

If, at the time of requesting Our assistance in the event of a Curtailment or interruption claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to an unforeseen illness, injury or death of You, a Close Relative, travelling companion or person with whom You have arranged to stay whilst on Your Trip, We will make all necessary arrangements at Your cost and arrange appropriate reimbursement as soon as the claim has been validated.

You must notify the Carrier or Travel Agent immediately You know the Trip is to be cancelled or curtailed, to minimise Your loss as far as possible. If You fail to notify the Carrier or Travel Agent immediately it is found necessary to cancel the Trip, Our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.

If You cancel the Trip due to unforeseen illness or injury You must provide a medical certificate from the treating General Practitioner stating that this prevented You from travelling.

If Your outward international flight, sea-crossing, coach or train journey is cancelled by the Carrier, You must produce to Us written documentation provided by the Carrier, specifying the reason for the cancellation.

If You cancel, curtail or interrupt Your Trip because Your presence is required by the Police in connection with accidental damage, burglary, flooding or fire affecting Your Home during Your Trip, You must produce to Us written documentation from the Police confirming that the loss or damage occurred during the Trip - otherwise no claim will be paid.

Curtailment claims will be calculated from the date of return to Your Home Country.

#### What is not covered:

- a) any disinclination to travel or continue travelling, unless Your change of travel plans is caused by one of the circumstances listed under 'What is Covered';
- any claim arising directly or indirectly from a known Pre-existing Medical Condition affecting You unless You have declared ALL Pre-existing Medical Conditions to Us and We have written to You accepting them for insurance:
- c) any claim arising directly or indirectly from a Pre-existing Medical Condition, known to You prior to the commencement of the Period of Insurance, affecting any Close Relative, travelling companion who is not insured under this policy or person with whom You intend to stay whilst on Your Trip if;
  - they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the Period of Insurance;
  - a terminal diagnosis had been received prior to the commencement of the Period of Insurance or:
  - during the 90 days immediately prior to the commencement of the Period of Insurance they had:
  - required surgery, inpatient treatment or hospital consultations; or
  - required any form of treatment, been taking (or should have been taking) any prescribed medication, been prescribed new medication, or had a change in medication;
- d) Cancellation caused by pregnancy or childbirth unless the cancellation is certified by a Medical Practitioner as necessary due to Complications

- of Pregnancy and Childbirth;
- e) claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You booked the Trip;
- f) any costs in respect of any unused pre-paid travel costs when We have paid to repatriate You:
- g) withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved:
- h) failure by the provider of any part of the booked Trip to supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise), unless the event is specifically covered by this policy. You should direct any claim in this case to the provider involved;
- change of plans due to Your financial circumstances, exceptif You are made redundant and qualify for redundancy payment under current UK legislation;
- j) any claim arising as a result of attendance of an Insured Person, or any other person on whom the holiday plans depend, in a Court of Law. This exclusion will not apply if You are called up for Jury Service or are subpoenaed as a witness (other than in any professional or advisory capacity);
- any costs relating to airport taxes or air passenger duty and any other surcharges levied by the airline. (You may be able to obtain a refund from Your Carrier for such charges);
- any Cancellation, Curtailment or Trip Interruption caused by work commitment or amendment of Your holiday entitlement by Your employer;
- m) any claim resulting from Your inability to travel due to an Insured Person's failure to hold, obtain or produce a valid passport or any required visa in time for the booked Trip:
- n) prohibitive regulations by the Government of any country, or delay or amendment of the booked Trip due to Government action;
- the Policy Excess. If You are claiming only for loss of deposit then the excess is reduced to £10 per Insured Person per claim;

- p) the cost of this policy;
- q) the cost of pre-arranged car hire and parking, pre booked excursions, activity entrance fees and tickets or theme park tickets;
- any costs relating to unused travel and accommodation for any persons not insured under this policy;
- any claim arising from volcanic eruption (including volcanic ash being carried by the wind), earthquake or tsunami;
- t) anything mentioned in the General Exclusions.

#### FOR CURTAILMENT AND TRIP INTERRUPTION FIRST DIAL THE UK CODE, THEN: \*844 338 5900 FAX \*1444 410102

(\*When calling from inside the UK first dial zero)

#### **SECTION 18 TRAVEL DELAY**

#### What is covered:

If the departure of Your first outward or final inward international flight, sea crossing or coach or train journey, forming part of a booked Trip and specified on Your ticket, is delayed as a direct result of Strike, Industrial Action, adverse weather conditions, failure of air traffic control systems, or mechanical breakdown of aircraft, sea vessel, coach or train:

- for more than 12 hours beyond the intended departure time: We will pay the sum of £20 per Insured Person for the first 12 hours Your departure is delayed and a further £10 per Insured Person for each subsequent full 8 hours delay, up to a maximum of £100 in all per Insured Person per Trip; or
- for more than 24 hours beyond the intended departure time: You can choose instead to abandon Your Trip and submit a Cancellation claim under Section 17.

#### Special conditions relating to claims

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

#### What is not covered:

 claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You either made travel arrangements for the Trip or purchased this policy;

- withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved;
- c) claims where You have not obtained written confirmation from the Carrier stating the period and reason for delay;
- any claim arising from a volcanic eruption (including volcanic ash being carried by the wind) earthquake or tsunami;
- e) anything mentioned in the General Exclusions.

# SECTION 19 MISSED DEPARTURE ON THE OUTWARD JOURNEY

#### What is covered:

We will pay for reasonable additional travelling and accommodation expenses necessarily incurred to reach the booked destination by the most direct alternative route, up to a maximum of £250 per Insured Person under this policy.

If You arrive at the airport, port or international coach or rail terminal to depart Your Home Country too late to commence the outward international journey abroad of Your booked Trip, as a result of:

- Mechanical breakdown of or road traffic accident involving the private vehicle in which You are travelling; or
- Cancellation or Curtailment of scheduled public transport due to adverse weather conditions, Strike or Industrial Action or mechanical breakdown, derangement or road traffic accident;

We will provide assistance by liaising with the Carrier and/or Tour Operator to advise of Your late arrival and, as necessary, We will make arrangements for overnight hotel accommodation and alternative international travel.

#### Special conditions relating to claims

You must take every reasonable step to commence and complete the journey to the departure point and check in for the flight, sea crossing, coach or train journey on time.

You must obtain written confirmation from the Carrier stating the period and reason for delay.

#### What is not covered:

- claims arising from actual or planned Strike or Industrial Action which was common knowledge either at the time You booked the Trip or purchased this policy;
- b) withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved;
- additional costs where the scheduled publictransport operator has offered reasonable alternative travel arrangements;
- claims for additional mechanical wear and tear or depreciation of Your vehicle or for mileage charges other than additional fuel and oil;
- e) claims under this Section in addition to claims under Section 18 (Travel Delay);
- claims due to You allowing insufficient time to complete Your journey to the departure point;
- g) claims arising from the missed departure of any air, sea or road or rail transport in any country other than in Your Home Country at any time during the Trip or on Your return journey to Your Home Country;
- h) anything mentioned in the General Exclusions.

## FOR TRAVEL ASSISTANCE CALL: 0844 338 5777 (Telefax: 01444 412583)

### SECTION 20 PERSONAL LUGGAGE What is covered:

If, in the course of a Trip, Your Personal Luggage is damaged, stolen, destroyed or lost (and not recovered), We will cover You up to an overall maximum of £1,500 per Insured Person in total under this policy.

Within this amount the following sub-limits apply:

• The maximum We will pay for any one article, or for any one Pair or Set of articles, is £300. If You cannot provide an original receipt, valuation report or other satisfactory proof of ownership (for example, a photograph of You wearing the article) and value to support the claim, payment for any one article, or for any one Pair or Set of articles, will be limited to a maximum of £50. Evidence of replacement value is not sufficient.

- The maximum We will pay for all articles lost, damaged or stolen in any one incident is limited to £500 if You cannot provide satisfactory proof of ownership and value.
- The maximum We will pay under this policy for all Valuables owned by each Insured Person is limited to £300 (or £100 if the Insured Person is aged under 16). The maximum We will pay for sunglasses or prescription glasses of any kind is limited to £150 per Insured Person. The maximum We will pay for a mobile telephone or a smartphone is limited to £100 per phone.
- The maximum We will pay for Personal Luggage or Valuables lost, damaged or stolen from a beach or pool-side is limited to £100 per Insured Person.
- The maximum We will pay for any tobacco products or alcohol lost, damaged or stolen is limited to £50 in total under this policy.
- The maximum We will pay for Your DIY hand tools is £50 in total. We will also cover the normal vehicle tool kit provided as standard by the manufacturer, plus a warning triangle and a vehicle first-aid kit.

#### Special conditions relating to claims

We have the option to either pay You for the loss, or replace, reinstate or repair the items concerned.

Claims are paid based on the value of the goods at the time of original purchase and a deduction is then made for wear, tear and loss of value, bearing in mind the age of the items. Claims are not paid on a 'new for old basis' or replacement cost basis.

You must take suitable precautions to secure the safety of Your Personal Luggage, and must not leave it unsecured or Unattended or beyond Your reach at any time in a place to which the public have access.

If claiming for Your goods that were stolen or lost You should produce proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim.

Within 24 hours of discovery of the incident, You must report loss of Personal Luggage to the local Police or to the Carrier, as appropriate, (damage to Personal Luggage in transit must be reported to

the Carrier before You leave the baggage hall and a Property Irregularity Report (PIR) must be obtained), or to Your hotel or accommodation management, or to the Tour Operator representative.

You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip - otherwise no claim will be paid.

#### What is not covered:

- a) any item loaned, hired or entrusted to You;
- b) any loss, theft of, or damage to Personal Luggage left in an Unattended motor vehicle if:
  - the items concerned have not been locked out of sight in a Secure Luggage Area;
  - no forcible and violent means have been used by an unauthorised person to effect entry into the vehicle; and
  - no evidence of such entry is available.
- theft of Valuables from an Unattended motor vehicle:
- d) loss, theft of, or damage to, Valuables from checked-in luggage left in the custody of a Carrier and/or Valuables packed in luggage left in the baggage hold or storage area of a Carrier;
- e) electrical or mechanical breakdown or derangement of the article insured;
- f) wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning;
- g) confiscation or detention by Customs or other lawful officials and authorities:
- h) loss, theft or damage to dentures; bonds; securities; stamps or documents of any kind, including driving licences and passports; theme park/excursion tickets; musical instruments; typewriters; glass; china; antiques; pictures; pedal cycles; and accessories; hearing aids; coupons; vehicles or accessories; boats and/or ancillary equipment; samples or merchandise or business goods or specialised equipment relating to a trade or profession, unused mobile telephone rental charges or pre-payments
- i) loss, theft or damage to vehicle keys
- j) damage to fragile or brittle articles unless by fire or resulting from an accident to a sea going vessel, aircraft or vehicle;

- k) liability in respect of a Pair or Set of articles where We shall be liable only for the value of that part of the Pair or Set which is lost or damaged;
- I) sports' equipment whilst in use;
- m) equipment used in connection with any Winter Sports (unless You have paid the appropriate additional premium to extend Your policy) or Special Sports and Activities;
- n) loss or theft of or damage to Money (please see Section 21);
- losses from a roof or boot luggage rack (other than losses of camping equipment, which remains covered under this Section):
- p) the Policy Excess;
- q) anything mentioned in the General Exclusions.

#### **SECTION 21 MONEY AND PASSPORT**

#### What is covered:

 If during a Trip, the Money You are carrying on Your person or You have left in a locked safety deposit box is lost, stolen, damaged or destroyed, then subject to the following conditions and exclusions, We will cover You up to an overall maximum under this policy of £500 per Insured Person in total.

The maximum We will pay for bank notes, currency notes and coins is £250 per Insured Person.

The maximum We will pay for bank notes, currency notes and coins belonging to an Insured Person aged under 16 is £50.

If Your passport is lost or stolen outside
the country of departure during a Trip, We
will pay up to £300 per Insured Person in
respect of reasonable additional travel and
accommodation expenses You incur abroad to
obtain a replacement or temporary passport.
We do not cover the replacement cost of the
passport or temporary passport itself.

#### Special conditions relating to claims

Within 24 hours of discovery of the incident You must report loss of Money or Your passport to the local Police or to the Carrier, as appropriate, or to Your hotel or accommodation management, or to the Tour Operator representative.

You must produce to Us written documentation

from one of the parties listed above confirming that the loss or theft occurred during the Trip - otherwise no claim will be paid.

You must produce to Us evidence of the withdrawal of bank notes, currency notes or coins - otherwise no payment will be made.

#### What is not covered:

- a) shortages or loss due to error, omission, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities:
- b) anything that can be replaced by the issuer;
- c) the Policy Excess;
- d) anything mentioned in the General Exclusions.

#### **SECTION 22 PERSONAL LIABILITY**

#### What is covered:

If in the course of a Trip You become legally liable for accidental bodily injury to, or the death of, any person and/or accidental loss of or damage to their property, then:

On condition that there is no other insurance in force covering the loss, the material damage or Your liability, We will cover You (or in the event of Your death, Your legal personal representatives) against:

- all sums which You shall become legally liable to pay as compensation; and
- all law costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent.

We will pay up to a maximum, including costs, of £2,000,000 under this policy. This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

#### What is not covered:

- a) injury to, or the death of, any member of Your Family or household, or any person in Your service;
- b) property belonging to, or held in trust by You or Your Family, household or servant;
- c) loss of or damage to property which is the legal responsibility of You or Your Family,

household or servant. (This exclusion will not apply to temporary accommodation which You occupy and for which You assume contractual responsibility during Your Trip);

- any liability which attaches by virtue of a contractual agreement, but which would not exist in law in the absence of such an agreement;
- claims for injury, loss or damage arising directly or indirectly from:
  - ownership or use of: airborne craft; horse-drawn, motorised, mechanicallypropelled or towed vehicles; vessels, sail or powered boat (other than row boats, punts or canoes); animals (other than horses, domestic dogs or cats); firearms;
  - the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by You;
  - the ownership or occupation of any land or building;
  - wilful or malicious acts.
- f) liability or material damage for which cover is provided under any other insurance;
- g) accidental injury or loss not caused through Your negligence;
- any injury, illness, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus, or to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused;
- i) an Insured Person engaging in any Special Sports and Activities or Winter Sports where this policy specifically states that Personal Liability cover is excluded (regardless of whether the Winter Sports premium has been paid);
- j) the Policy Excess;
- k) anything mentioned in the General Exclusions.

#### **SECTION 23 PERSONAL ACCIDENT**

#### What is covered:

If You suffer Accidental Bodily Injury during the Trip, which within 12 months is the sole and direct cause of death or disablement, We will pay to You

or Your legal personal representatives the following benefits:

Cover	Benefit per Insured Person
Death	£15,000
Loss of one or more Limbs, or total and irrecoverable Loss of Sight in	
one or both eyes	£30,000
Permanent Total Disablement	£30,000

#### What is not covered:

- a) injury not caused solely by outward, violent and visible means;
- b) Your disablement caused by mental or psychological trauma not involving Your bodily injury;
- disease or any physical defect, infirmity or illness which existed prior to the commencement of the Trip;
- d) any payment per Insured Person in excess of £30,000;
- any payment in excess of £1,000 arising from death of Insured Persons under 16 years of age or over 65 years of age;
- any payment in excess of £1,000 arising from the Permanent Total Disablement of Insured Persons over 65 years of age;
- g) an Insured Person engaging in any Special Sports and Activities or Winter Sports where this policy specifically states that Personal Accident cover is excluded (regardless of whether the Winter Sports premium has been paid);
- h) anything mentioned in the General Exclusions.

#### **SECTION 24 PET TRAVEL COVER**

#### What is covered:

If Your dog or cat has a microchip fitted and You arrange the necessary inoculations and treatments as laid down in current legislation, We will reimburse You for the following benefits when You travel to countries, within Our Geographical Limits, participating in the Pet Travel Scheme.

Having made the necessary arrangements, You should complete a claim form for the amounts You have paid out, and send this to Us on Your return Home.

24.1 If Your dog or cat which You have taken on

a Trip with You is lost in the course of Your Trip, We will pay up to £100 (including VAT) for advertisements to be placed in the locality abroad where Your pet was last seen by You.

If You have returned Home without Your dog or cat and it is subsequently found abroad, We will pay a contribution of up to £100 for one person to travel and retrieve the pet.

- 24.2 If on Your return journey to Home You are unable to bring Your dog or cat which is accompanying You into Your Home Country with You as planned, because:
- the microchip embedded under the animal's skin has become lost; OR
- the microchip is present but fails to function correctly, then We will pay up to a maximum of £250 (including VAT) for necessary quarantine boarding in a kennel in Your Home Country for the statutory period required.

#### What is not covered:

- a) any claim when You have not arranged for all necessary inoculations, the insertion of the required microchip, and all appropriate documentation:
- any claim when the incident occurs in a country which does not participate in the Pet Travel Scheme.
- c) anything mentioned in the General Exclusions.

When You have paid the appropriate additional premium, We will pay for the following extra benefits

#### What is covered:

We will pay a contribution of up to £200 (including VAT) towards necessary emergency veterinary treatment abroad if Your dog or cat which You have taken on a Trip with You is injured or falls ill in the course of Your Trip.

Cover under Section 24.2 is increased up to a maximum of £1,500 (including VAT) for necessary quarantine boarding in a kennel in Your Home Country for the statutory period required.

We will pay up to £100 for transportation of Your dog or cat to Your Home or to a boarding kennel near to Your Home, if You are repatriated by Us under the terms of Section 9 or Section 13.

We will pay up to £500 (including VAT) for unplanned kennel or boarding fees for Your dog

or cat in the event that You are unexpectedly hospitalised abroad and there is no-one else in the party travelling with You who can care for the animal.

We will pay up to £200 per insured party for additional Bed & Breakfast and travelling costs in the event that You are unexpectedly delayed abroad because:

- a) Your dog or cat is injured or falls ill; OR
- there is a problem involving Your dog or cat's implanted chip or associated paperwork.

#### What is not covered:

- a) any dog or cat not in good health when You book Your Trip:
- any claim when You have not arranged for all necessary inoculations, the insertion of the required microchip, and all appropriate documentation;
- c) any dog or cat older than 8 years;
- d) the first £50 of each and every claim involving a dog;
- e) the first £35 of each and every claim involving a cat.
- f) anything mentioned in the General Exclusions.

### OPTIONAL WINTER SPORTS COVER

#### **SECTION 25 - WINTER SPORTS COVER**

This policy specifically excludes participating in or practising for certain Winter Sports and activities. If You are under 65 years of age, Your policy can be extended to cover some of these sporting activities when You have paid the additional Winter Sports premium. Your policy can be extended before departure from Your Home Country.

#### When are You covered for Winter Sports?

If You have purchased a Single Trip policy, You are covered when taking part in Winter Sports if You have paid the appropriate additional premium for the Period of Insurance.

If You have purchased an Annual Multi-Trip policy, You are covered when taking part in Winter Sports for one Trip of up to **17** consecutive days during the Period of Insurance when You have paid the appropriate additional premium.

This policy will cover You when You are engaging in the following sports and activities on a noncompetitive and non-professional basis during Your Trip when You have paid the additional Winter Sports premium:

#### Ice-skating (outdoor)

Skiing (off-piste but on recognised and authorised areas only)

Skiing (on-piste/glacier)

Snowboarding (off-piste but on recognised and authorised areas only)

Snowboarding (on-piste)

Tobogganing

Your policy can be extended to cover the following sports and activities for an additional premium, but no cover will apply in respect of any Personal Accident or Personal Liability claims:

Ice sailing/ice windsurfing

Skidoo

Snow Mobiling

You will <u>not</u> be covered for any claims arising directly or indirectly when engaging in or practising for the following sports and activities:

Bobsleigh

Heli-skiing

Ice Hockey

Luge

Paraskiing

Skeleton

Ski Jumping

Ski Racing

Ski Stunting

Skiing off-piste outside recognised and authorised areas

Snowboarding off-piste outside recognised and authorised areas

You are <u>not</u> covered when engaging in organised competitions or when skiing against local authoritative warning or advice.

If You are undertaking a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call Our Travel Helpline on 0844 338 5533.

#### What is covered:

The following benefits are subject to the Winter Sport being covered by this policy as shown in the tables above, and when You have paid any appropriate additional premium required.

Benefits under the Sections of cover already described are extended to cover Winter Sports as follows. Please note that all terms, conditions and exclusions (except where these are amended under this upgrade) continue to apply for all Sections in respect of Winter Sports. You must read these extensions in conjunction with Sections 12-24 and refer back to them when appropriate for full cover details.

# SECTION 26 - CANCELLATION OR CURTAILMENT

#### What is covered in addition to Section 17:

• Financial loss You suffer in connection

with deposits You cannot recover, or for payments You have made (or have contracted to pay) for unused ski pass or ski school fees.

 If You are certified by a Medical Practitioner at the ski resort as being unable to ski as a direct result of injury or sudden and unforeseen illness occurring during the Trip, We will pay You a proportionate refund in respect of charges for unused ski-pack.

#### SECTION 27 - SKIS, SKI EOUIPMENT & SKI PASS

#### What is covered in addition to Section 20:

- We will pay up to £500 per Insured Person if skis and ski equipment belonging to or hired by You is/are damaged, stolen, destroyed or lost (and not recovered) in the course of a Trip.
- We will pay up to £250 per Insured Person if Your ski pass You are carrying on Your person or have left in a safety box is lost, stolen, damaged or destroyed in the course of a Trip.
- If Your luggage is certified by the Carrier to have been misplaced on the outward journey of a Trip in excess of 12 hours, then You can claim up to £15 per day to a maximum of £300 per Insured Person, for hire of replacement skis and ski equipment. You must provide receipts and written confirmation from the Carrier confirming the delay.

Skis and ski equipment are covered against damage or loss whilst in use.

Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle.

#### Special conditions relating to claims

You must take sufficient precautions to secure the safety of Your skis, ski equipment and ski pass and must not leave them Unattended at any time in a place to which the public has access.

Claims are paid based on the value of the goods at the time of original purchase and a deduction is then made for wear, tear, and loss of value, bearing in mind the age of the items. Claims are not paid on a 'new for old basis' or replacement cost basis.

#### **SECTION 28 - PISTE CLOSURE**

#### What is covered:

If during a Trip You are prevented from skiing at the pre-booked resort for more than 24 consecutive hours, because insufficient snow causes a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non skiers), We will reimburse up to £20 per day to a maximum of £200 per Insured Person:

- for all reasonable travel costs and lift pass charges You have to pay to travel to and from a similar area to ski: OR
- as a cash benefit payable if no suitable alternative skiing is available.

#### What is not covered:

- claims arising from closure of the resort lift system due to avalanches or dangerous high winds;
- Trips in the Northern Hemisphere outside the period commencing 1st December and ending 31st March;
- Trips in the Southern Hemisphere outside the period commencing 1st May and ending 30th September;
- d) anything mentioned in the General Exclusions.

# SECTION 29 - AVALANCHE OR LANDSLIDE

#### What is covered:

If, following avalanches or landslides, access to and from the ski resort is blocked or scheduled public transport services are cancelled or curtailed, We will pay up to £30 per day to a maximum of £150 per Insured Person for reasonable extra accommodation and travel expenses. Evidence of limited access will be required.

#### What is not covered:

Anything mentioned in the General Exclusions.

### SPECIAL SPORTS AND ACTIVITIES COVER

# SECTION 30 - SPECIAL SPORTS AND ACTIVITIES COVER

This policy specifically excludes participating in or practising for certain sports and activities.

This policy will cover You when You are engaging in the following sports and activities on a non competitive and non-professional basis during Your Trip:

Athletics

Badminton

Baseball

Basketball

BMX cycling

Bowls

Cross country running

Curling

Cycling

Fell running

Golf

Heptathlon

Hiking (under 2,000 metres altitude)

Jogging

Netball

Orienteering

Rambling

Roller Blading (Line Skating / Skate boarding)

Rounders

Running, Sprint / Long Distance

Safari (organised - no guns)

Skate boarding

Snorkelling

Squash

Tennis

Trekking (under 2,000 metres altitude)

Triathlon

Volleyball

Water Polo

Windsurfing

Yachting - inside territorial waters

The following sports and activities will also be covered but <u>no cover</u> will apply in respect of any Personal Accident or Personal Liability claims:

Boxing Training (no contact)

Canoeing/Kayaking (inland/coastal)

Fishing (Fresh water and deep sea)

You will **not** be covered for any claims arising directly or indirectly when engaging in or practising for the following sports and activities:

Abseiling

American Football

Animal Conservation/Game Reserve work

Archery

Boxing

**Bungee Jumping** 

Camel Riding/Trekking

Canoeing/Kayaking (white water)

Canyoning

Caving / Cave Diving

Clay pigeon shooting

Cricket

Cross channel swimming

Cycle Touring

Dry skiing

Elephant Riding / Trekking

Fencing

Field Hockey

Flying as a passenger (private/small aircraft)

Flying as a pilot

Football

Gaelic Football

Gliding

Go Karting

Gymnastics

Handball

Hang Gliding

High Diving

Hiking (over 2,000 metres altitude)	
Hockey	
Horse Jumping	
Horse Riding	
Horse Racing	
Hot Air Ballooning	
Hunting / Shooting	
Hunting-on-horseback	
Hurling	
Jet Boating	
Jet Skiing	
Kite surfing/Landboarding/Buggying	
Lacrosse	
Marathons	
Martial Arts	
Microlighting	
Motorcycling	
Motor Racing (all types)	
Mountain Biking	
Mountain Boarding	
Mountaineering	
Paintballing	
Parachuting	
Paragliding	
Parapenting	
Parasailing	
Parascending	
Point-to-point	
Polo	
Potholing	
Professional Sports	
Quad Biking	
Rock Climbing	
Rock Scrambling	
Roller Hockey/Street Hockey	
Rowing (inland/coastal)	
Rugby	
Sailboarding	
Sandboarding	
Sand Yachting	
Scuba Diving	
Shark feeding/cage diving	
Sky Diving	
Sea Canoeing	
Steeplechasing	
Curfing	

Surfing

Team sports played in competitive contests

Tombstoning

Trekking (over 2,000 metres altitude)

Wake Boarding

War Games (non-armed forces)

Water Skiing

Weight-lifting

White/Black Water Rafting

Wrestling

Yachting - outside territorial water

If You are undertaking a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call Our Travel Helpline on **0844 338 5533**.

#### What is not covered:

a) anything mentioned in the General Exclusions.

### HOME COUNTRY COVER

This policy will cover You for each Trip You undertake solely within Your Home Country provided You have pre-booked a **minimum of five consecutive nights** in paid accommodation away from Home. All conditions and exclusions (except where these are amended below) continue to apply to the Sections mentioned.

# SECTION 31 - HOME COUNTRY MEDICAL TRANSFER

#### What is covered:

Medical Transfer if You are hospitalised 50 miles or more from Home, either through sudden illness or accident, in the course of a Trip within Your Home Country. We will arrange and pay for Your transfer to a suitable hospital near Your Home when it becomes medically feasible. As necessary We will also arrange and pay for a medical escort to accompany You.

#### What is not covered:

 claims when We have not been contacted at the time You are hospitalised or when We have

- not given You Our prior authorisation that We will pay the costs;
- b) You being hospitalised less than 50 miles from Home;
- any claims arising directly or indirectly as a result of any Pre-existing Medical Conditions, unless You have declared ALL Pre-existing Medical Conditions to Us and We have written to You accepting them for insurance;
- d) anything mentioned in the General Exclusions.

### FOR UK MEDICAL ASSISTANCE CALL: 0844 338 5900

# SECTION 32 - ADDITIONAL ACCOMMODATION COSTS

#### What is covered:

In the event of a valid claim under Section 31 – Home Country Medical Transfer, You are covered for additional accommodation and travelling costs as described in Section 15 – Additional Accommodation & Travelling Costs.

# GENERAL CONDITIONS APPLYING TO ALL SECTIONS

- To be covered or continue to be covered under Sections 13 to 17 and 31-32, each Insured Person who, by reason of the Important Health Requirements, must make a Medical Health Declaration, in respect of the period for which insurance is required, has declared ALL Pre-existing Medical Conditions to Us and they have been formally accepted by Us in writing.
- To be covered under this insurance, You must be healthy, fit to travel and able to undertake Your planned Trip.
- 3. Any medical information supplied in a Medical Health Declaration will be treated in the strictest confidence, will be used solely for Our own internal purposes for the assessment of the risk, and will not be disclosed to any outside person or authority without the specific approval of the person whose details are shown in the Medical Health Declaration. We shall not refuse cover unless, in Our opinion, the risk associated with the particular person travelling is substantially greater than

- that represented by the average healthy traveller. The cost of any medical evidence produced in connection with a Medical Health Declaration shall be borne by You.
- 4. During each Period of Insurance and before You depart on each Trip You must declare to the Medical Screening Helpline any change in Your health or medical status. This change must be accepted in writing by Us before cover will be continued. If in doubt as to whether any change is material, You should contact the Medical Screening Helpline.
- 5. You must answer all questions about this policy honestly and fully at all times. You must also tell us straight away if anything that You have already told us changes. If You do not tell us, Your policy may be cancelled and any claim You make may not be paid.
- You must exercise reasonable care for the supervision and safety of both You and Your property. You must take all reasonable steps to avoid or minimise any claim. You must act as if You are not insured.
- You must avoid needless self-exposure to peril unless You are attempting to save human life.
- We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
- You must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact the Travel Helpline on 0844 338 5533.
- 10. In an emergency You should first check that the circumstances are covered by Your policy. Having done this please contact the number shown below, giving Your name, Certificate number, and as much information as possible. Please give Us a telephone, fax or telex number where We can contact You or leave messages at any time of the day or night.

To comply with the terms and conditions of the insurance You MUST contact Us as soon as possible. You MUST obtain Our prior authorisation before incurring any expenses over £500, except in case of emergency.

- In case of emergency, if You are physically prevented from contacting Us immediately, You or someone designated by You must contact Us within 48 hours.
- 11. We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party, and We shall have full discretion in such matters. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.
- 12. We may, at any time, pay to You Our full liability under this policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
- 13. Where it is possible for Us to recover sums that We have paid out under the terms of the policy, You will co-operate fully with Us in any recovery attempt We make, and We will pay all costs associated with the recovery of Our outlay. You agree not to take any action that may prejudice Our recovery rights and will advise Us if You instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this policy. The sums We have paid out under the terms of the policy will be reimbursed from any recovery made.
- 14. You must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time and at Our expense take such action as We deem fit to recover the property lost or stated to be lost.
- 15. In the event of a valid claim You shall allow Us the use of any relevant Travel Documents You are not able to use because of the claim.
- 16. You must notify Us in writing of any event which may lead to a claim, within 28 days of Your return Home. As often as We require You shall submit to medical examination at Our expense. In the event of the death of an Insured Person We shall be entitled to have a post mortem examination carried out at Our expense. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts that We reasonably require.
- 17. If any fraudulent claim is made or if any

- fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
- 18. We may give 7 days notice of cancellation of this policy by recorded delivery to You at Your last known address. In this case We shall refund to You the unexpired pro-rata portion of the premium You have paid, subject to there having been no known claims or losses.
- 19. If any dispute arises as to the policy interpretation, or as to any rights or obligations under this policy, We offer You the option of resolving this by using the arbitration procedure We have arranged. Please see the details shown under Customer Satisfaction. Using this service will not affect Your legal rights. If You are unsure of Your legal rights, You should contact the Citizens' Advice Bureau.
- 20. You will be required to repay to Us, within one month of Our request to You, any costs or expenses We have paid on Your behalf which are not covered under the terms and conditions of this policy.
- 21. This policy is subject to the Laws of England and Wales unless We agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes.
- 22. You must pay the appropriate premium for the full number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 23. When engaging in any sport or holiday activity (not excluded under General Exclusion 16) You must accept and follow the supervision and tuition of experts qualified in the pursuit or activity in question, and You must use all appropriate precautions, equipment and protection.
- 24. Winter Sports are covered only if You have paid the appropriate additional premium required before departure from Your Home Country.
- 25. Although We are prepared to cover You when undertaking certain sports and activities, the availability of the insurance cover does not, in itself, imply that We or the underwriters

- consider such sports and activities as safe. At all times You must satisfy Yourself that You are capable of safely undertaking the planned sport or activity and You must take care to avoid injury, accident or loss to yourself and to others.
- 26. We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Vehicle at the time of an insured incident. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, would not be covered by this policy.
- 27. At the time of a claim, at Our request You must provide evidence of proper servicing of Your vehicle.
- 28. A garage or specialist undertaking repair work on Your instructions and which is not specifically covered under this insurance will be acting as Your agent for such repair work.
- Service will be provided only to the Insured Vehicle, details of which have been supplied to Us.
- 30. If You have a road traffic accident, You must supply Your motor vehicle insurance details to Us when We ask for this information. The incident must be reported to the insurer.

# GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

#### No Section of this policy shall apply in respect of:

- Any person who has reached the age of 80 years prior to the commencement of the Period of Insurance when the Optional Personal Travel Cover has been purchased.
- Any person who is travelling against the advice of a medical practitioner (or would be travelling against the advice of a medical practitioner had they sought his/her advice).
- Any person who is travelling with the intention of obtaining medical treatment or consultation abroad.
- 4. Any person who has undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which they are awaiting investigations/consultations, or awaiting results of investigations where the underlying cause has not been established).
- Any person participating in Winter Sports who has reached the age of 65 years prior to the commencement of the Period of Insurance.
- 6. More than our share of any loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this policy, be insured by any other existing certificate, policy or any motoring organisation's service. If You have any other policy in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Personal Accident cover under Section 23.
- Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- 8. We will not pay for any losses which are not directly covered by the terms and conditions of this policy. Examples of losses We will not pay for include loss of earnings due to being unable to return to work following injury or illness happening while on a Trip and replacing locks if You lose Your keys.

- 9. Costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to an Insured Person's illness or injury), interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share maintenance fees, holiday property bonds or points and any additional travel or accommodation costs unless preauthorised by Us or part of a valid claim under Section 2 (Roadside Assistance), Section 3 (Missed Motorail Connection), Section 6 (Vehicle Out of Use), Section 7 (Camping Trip), Section 13 (Medical Emergency & Repatriation), Section 15 (Additional Accommodation & Travelling Costs), Section 17 (Cancellation, Curtailment & Trip Interruption) or Section 21 (Money & Passport).
- 10. Any deliberately careless or deliberately negligent act or omission by You.
- Any claim caused by You climbing, jumping or moving from one balcony to another regardless of the height of the balcony.
- 12. Any claim arising or resulting from Your own illegal or criminal act.
- Needless self-exposure to peril except in an endeayour to save human life.
- 14. Any claim arising directly or indirectly from Your drug addiction or solvent abuse, excessive alcohol intake, or You being under the influence of drug(s).
- Any claim arising or resulting directly or indirectly from Your suicide, attempted suicide, or intentional self-injury.
- You engaging in Manual Work in conjunction with any profession, business or trade during the Trip.
- 17. You engaging in any Winter Sports unless the appropriate Winter Sports extension premium required has been paid.
- 18. You engaging in or practising for the following sports and activities: Abseiling, American

Football, Animal Conservation/Game Reserve work, Archery, Bobsleigh, Boxing, Bungee Jumping, Camel Riding/Trekking, Canoeing/ Kavaking (white water), Canvoning, Caving/ Cave Diving, Clay pigeon shooting, Cricket, Cross channel swimming, Cycle Touring, Dry skiing, Elephant Riding/Trekking, Fencing, Field Hockey, Flying as a passenger (private/ small aircraft), Flying as a pilot, Football, Gaelic Football, Gliding, Go Karting, Gymnastics, Handball, Hang Gliding, Heli-skiing, High Diving, Hiking (over 2,000 metres altitude), Hockey, Horse Jumping, Horse Racing, Horse Riding, Hot Air Ballooning, Hunting/Shooting, Hunting-on-horseback, Hurling, Ice hockey, Jet Boating, Jet Skiing, Kite surfing/Landboarding/ Buggying, Lacrosse, Luge, Marathons, Martial Arts, Microlighting, Motorcycling, Motor Racing (all types), Mountain Biking, Mountain Boarding, Mountaineering, Off-piste skiing or snowboarding (outside recognised authorised areas), Paintballing, Parachuting, Paragliding, Parapenting, Parasailing, Parascending, Paraskiing, Point-to-point, Polo, Potholing, Professional Sports, Quad Biking, Rock Climbing, Rock Scrambling, Roller Hockey/Street Hockey, Rowing (inland/coastal), Rugby, Sailboarding, Sandboarding, Sand Yachting, Scuba Diving, Sea Canoeing, Shark feeding/cage diving, Skeleton, Ski jumping/racing/stunting, Sky Diving, Steeplechasing, Surfing, Team sports played in competitive contests, Tombstoning, Trekking (over 2,000 metres altitude), Wake Boarding, War Games (non-armed forces), Water Skiing, Weight Lifting, White/Black Water Rafting, Wrestling and Yachting outside territorial waters or any other activities not mentioned under this policy unless You have referred these to Us and We have written to You accepting them for insurance. If You are undertaking a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call Our Travel Helpline on 0844 338 5533.

- Participation in any organised competition involving any Special Sports and Activities or Winter Sports.
- 20. You fighting except in self-defence.
- 21. Notwithstanding any provision to the contrary within this insurance, or any endorsement

thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This exclusion does not apply to claims under Section 13 (Medical Emergency & Repatriation) and Section 23 (Personal Accident).

- 22. You travelling to a country or specific area or event to which the Foreign and Commonwealth Office has advised persons not to travel.
- Loss or destruction or damage or any expense whatsoever resulting from: ionising radiation

- or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
- 24. Delay, loss, damage or injury directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date except under Section 13 (Medical Emergency & Repatriation), and Section 23 (Personal Accident).
- 25. Delay, loss, damage or injury directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly operate as a result of a computer virus except under Section 13 (Medical Emergency & Repatriation), and Section 23 (Personal Accident). Computer viruses include any program or software, which prevents any operating system, computer program or software working properly or at all.
- 26. Any claim when You have not paid the appropriate premium for the number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 27. Any direct or indirect loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on Our part can be demonstrated. An example of this would be loss of wages as a result of an Insured Incident.
- 28. Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this policy relates, whether provided by Us or by anybody else (whether or not recommended by us and/ or acting on our behalf) unless negligence on

- Our part can be demonstrated.
- 29. Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful d.i.y. dismantling and/or reassembly; and kit cars.
- 30. Any recurring claim for the Insured Vehicle due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.
- 31. Vehicle assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicles removal.
- 32. Vehicles being used by You for Hire or Reward during the Trip or for motor racing (whether against the clock or other competitors), rallies, speed or duration tests and track days or practising for such events.
- 33. The provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which Our agents have no right of access, or on Motor Traders' premises.
- 34. Vehicles not in a roadworthy condition at the time cover is effected.
- 35. Claims arising from loss of or damage to contents of the Insured Vehicle.
- Any tolls, fines, parking charges, or congestion charges arising from use of a replacement vehicle.
- 37. Any winching costs or specialist off-highway recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided.
- 38. The cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be Your responsibility to pay for any work carried out.
- Any costs for locksmiths, glass replacement or tyre specialists. These are Your responsibility.
- 40. Any costs incurred as a result of not carrying a serviceable spare tyre and wheel for Your vehicle, caravan or trailer, except for those Eligible Vehicles that have not been designed

and built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size and/or space saver, alternatives.

- 41. Any vehicle that has reached the age of 16 years at the date of departure of the planned Trip (or, in the case of Annual Multi-Trip cover, at the inception date of this insurance).
- 42. Incremental costs, such as the cost of lock replacement, in the case of key breakage and keys locked within Your Insured Vehicle. We will arrange local recovery, but it will be Your responsibility to pay for any work carried out.
- 43. This policy does not cover the following professions during the course of their employment:
  - · Airline personnel and aircrew
  - · Member of a ship's crew
  - · Regular armed forces personnel
  - Professional sports men and women and teams.

### MAKING A CLAIM ON RETURN HOME

First, check Your Certificate and the appropriate Section of Your policy to make sure that what You are claiming for is covered.

Claims forms can be obtained from http://claims.aria-assistance.co.uk Alternatively telephone Our Claims Helpline on 0844 338 5500 to obtain a claim form via email or post, giving Your name and Certificate number, and brief details of Your claim.

All claims must be notified within 28 days of Your return on a policy claim form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant Section of Your policy for specific conditions and details of the supporting evidence that We require. Please remember that it is always advisable to retain copies of all documents when submitting Your claim form. We recommend You use registered post.

In order to handle claims quickly, We may use appointed claims handling agents.

When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, You will be responsible for supplying Us with the correct bank

account details and Your full authority for Us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by You, Aria Assistance shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Us.

#### Important notice

Under the European Union (EU) travel regulations, You are entitled to claim compensation from Your Carrier if any of the following happen:

#### 1 Denied boarding and cancelled flights

If You check in on time but You are denied boarding because there are not enough seats available or if Your flight is cancelled, the Carrier must offer You financial compensation.

#### 2 Long Delays

If Your flight is delayed for more than five hours, the airline must offer to refund Your ticket.

#### 3 Luggage

If Your checked-in luggage is damaged or lost by an EU airline, You must claim compensation from the Carrier within seven days. If Your checked-in luggage is delayed, You must claim compensation from the Carrier within 21 days of its return.

You can download full details from

http://ec.europa.eu/transport/passengers/air/ air\_en.htm

#### **CUSTOMER SATISFACTION**

#### **Our Promise of Service:**

We aim to provide a first class service at all times. However, if You have a complaint You should contact Us in the first instance at:

Quality Department,

Aria Assistance,

Sussex House,

Perrymount Road,

Haywards Heath,

West Sussex RH16 1DN

Alternatively telephone us on 0844 338 5799 or e-mail on: quality@aria-assistance.co.uk

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our

investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at:

South Quay Plaza, 183 Marsh Wall, London F14 9SR

Telephone: 0800 0234 567 or 0300 1239 123 Please note that if You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the above procedure before the FOS will consider Your case. Your legal rights are not affected.

#### **CANCELLATION PROVISIONS**

#### Right to return the insurance document

Unless Your Trip will be completed within 1 month of buying this insurance, You have the right to cancel this policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any premium You have paid and will recover from You any payments We have made.

#### **Cancellation by the Insured Person**

If You subsequently give notice in writing or by telephone to Us to cancel this policy such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. If the notice of cancellation is received within the 14 day Cooling - Off Period the premium will be refunded in full less any sum that We have paid in respect of any claims made. If the notice of cancellation is received outside the 14 day Cooling - Off Period and You have not made a claim or sought assistance under the policy then You will be entitled to a pro rata refund of premium in accord with the remaining term of the policy less an administration fee.

**Cancellation by Us** We may give 7 days notice of cancellation of this policy by recorded delivery letter to You at Your last known address.

**Premium position upon cancellation by Us**, or in respect of an Annual Multi-Trip policy following the death of the Insured Person (except when the

subject of a claim occurring in the course of a Trip): If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You or Your estate.

If however an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

**Effective time of cancellation** This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

### DATA PROTECTION ACT 1998 NOTICE

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Aria Assistance should be directed the Customer Contact Centre Manager, Aria Assistance, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

### TRAVEL CHECKLIST

Before You travel, You should ask yourself the following:

- Do You know of any Pre-existing Medical Condition that You need to tell Us about?
  - If You have answered 'Yes' to the above question, You should telephone the Medical Screening Helpline.
- If You have purchased an Annual Multi-Trip policy, will the duration of any Trip exceed 91 consecutive days?
- Do You intend to engage in any Special Sports and Activities or Winter Sports whilst on Your Trip?
- If You have answered 'Yes' to any of these questions, or want to check anything before You travel, You should contact Our Travel Helpline on 0844 338 5533.

#### IF YOU ARE DEAF OR HARD OF HEARING

The following number is available for deaf, hard of hearing and speech impaired customers who have access to a minicom telephone:

01444 450389

### REQUESTING ASSISTANCE

IN AN EMERGENCY, FIRST CHECK THAT THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE ARIA ASSISTANCE STATING YOUR NAME AND POLICY NUMBER.

HELPLINE	NUMBER
Vehicle Assistance Abroad	UK Code then *0844 338 5700 or *1444 442900 Fax: UK Code then *1444 412 583
UK Vehicle Assistance	0844 338 5800
Travel Helpline	0844 338 5533
Medical Screening Helpline	0844 338 5851
Pre Travel Advice	0844 338 5777
Travel Assistance	UK Code then *844 338 5777 or *1444 442038 Fax: UK Code then *1444 412 583
Domestic Emergency Assistance (Home Call Referral)	UK Code then *844 338 5810
Medical Emergency & Repatriation	UK Code then *844 338 5900 or *1444 442800 Fax: UK Code then *1444 410102
Travel Insurance Claims and Cancellation	0844 338 5500
Legal Expenses Claims	UK Code then *844 338 5600

(When calling from outside the UK first dial the UK Code  $\pm 44$ )

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

<sup>\*</sup> When calling from inside the UK first dial zero.

## NOTES



### NOTES





www.aria-assistance.co.uk