

MIS Travel Insurance Backpacker Policy 2018



Health Notice

If **You** or any other person who is travelling has a **Pre-Existing Medical Condition** then **You** must declare that condition to UK General Insurance Limited on 0344 573 4171. If **You** have a close **Family** member/**Relative** who has a condition that could give rise to **You** cancelling/curtailing then **You** must also contact UK General Insurance Limited.

Broker Stamp

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| Schedule of Cover | | | | |
|-------------------|---|---|--|--|
| DESCRIPTION | | PREMIER | | |
| DESCRIPTION | | COVER (per insured) Up to | EXCESS (per insured) | |
| A | Cancellation & Curtailment Charges including Exam Failure | £2,000 | £100 (Loss of deposit £20) | |
| В | Emergency Medical Expenses and Repatriation Including Emergency Assistance Services Emergency Dental Treatment Repatriation of remains to Insured's Usual Country of Residence Additional Accommodation Costs | £3,000,000 £250 £7,000 £1,250 | £120 | |
| С | Personal Effects & Baggage Single Item Limit Valuables Limit in Total Travel Documents Delayed Baggage | Up to £1,000 £150 £150 £150 £25 per day up to £75 | £50 | |
| D | Personal Money Cash Limit Cash (Aged under 18) | Up to £200 £200 £50 | £50 | |
| E | Holiday Abandonment | Up to £2,000 | £50 | |
| F | Hijack | Up to £500 | N/A | |
| G | Missed Departure | Up to £1,000 | £50 | |
| Н | Personal Accident Loss of Limbs or Sight (Aged 35 years and under) Permanent Total Disablement Death Benefit (Aged 18 to 35) Death Benefit (Aged under 18 years) Repayment of Student Loan | Maximum Benefit £15,000 £15,000 £15,000 £5,000 £2,500 £5,000 | N/A | |
| Ī | Personal Liability | Up to £2,000,000 | N/A (£250 in respect of temporary holiday accommodation) | |
| J | Legal Expenses Cover | Up to £15,000 | N/A | |
| K | Catastrophe Cover | Up to £500 | N/A | |
| L | Mugging Benefit | £40 per day up to £400 | N/A | |

Underwriter

This insurance is arranged by MIS Motorist Insurance Services Limited and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

MIS Motorist Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register https://register.fca.org.uk/.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Arranged by

MIS Motorists Insurance Services Limited, Beechwood House, 37a Comber Road, Dundonald, BT16 2AA.

Period of Insurance

This document only constitutes a valid Evidence of insurance when it is issued in conjunction with a validation Certificate between 01/05/2018 and 31/03/2019 and for holidays or journeys commencing up to 31/03/2020.

Territorial Limits

- Area 1 The United Kingdom, Channel Islands, Isle of Man and the Republic of Ireland
- Area 2 The Continent of Europe: United Kingdom (England, Northern Ireland, Scotland, the Isle of Man and Wales),
 Republic of Ireland (Eire), Channel Islands, Mainland Europe, Mediterranean Islands including: Majorca,
 Menorca, Ibiza, Corsica, Sardinia, Sicily, Malta, Gozo, Crete, Rhodes and other Greek Islands, Northern and
 Southern Cyprus, Island of Madeira, The Canary Islands, The Azores, Countries bordering the
 Mediterranean Sea including: Egypt, Israel, Morocco, Tunisia and Turkey and Iceland
- Area 3 Worldwide excluding USA and Canada
- Area 4 Australia and New Zealand
- Area 5 Worldwide including USA and Canada

Policy Age Limits

Single Trip - 39yrs

PRE-EXISTING MEDICAL CONDITIONS **UK GENERAL INSURANCE LIMITED 0344 573 4171**

If You are aware that You or any person whose ill health would force You to cancel or cut short Your trip, or have been admitted as an inpatient in the past twenty four months, or have suffered from or received any form of medical advice, treatement or medication for a

- Heart or Circulatory related condition (e.g. Hypertension, Angina, Stroke etc...)
- Lung or Breathing related condition other than well controlled, mild Asthma, suffered in isolation
- Cancerous condition

Then You must contact the Medical Pre-screening company in order to arrange cover for that condition. Failure to advise the Medical Pre-screening company of a Pre-Existing Medical Condition may result in claims for those undisclosed conditions not being paid.

Contact the Medical Pre-screening company on 0344 573 4171 quoting reference 06658A.

Please note that cover cannot be offered if You, or the person You are travelling with:

- are travelling against the advice of a Medical Practitioner
- are travelling for the purpose of obtaining medical treatment
- are on a hospital waiting list
- are awaiting the results of medical tests or investigations
- · are receiving ongoing dialysis treatment
- have been given a terminal prognosis
- are travelling against any health requirements stipulated by the carrier, their handling agents or any other Public Transport provider

What will happen when You call UK General Insurance Limited

The Underwriters trained operators will ask **You** a few simple questions about **Your** intended holiday and the medical condition. You will be advised as to whether Your Pre-existing Medical Condition can be covered, whether there will be an additional premium to pay or any changes to the **Policy** terms and conditions. This quotation is valid for 14 days from the date given. If cover can be provided, You will be given an acceptance code and a letter will be sent to You upon receipt of payment, detailing the extension of cover. Please read this letter carefully and keep it with Your insurance documents as it confirms the terms of the cover. Please note that the cover is not effective until **You** are in recipt of this letter.

What will happen if You do not contact UK General Insurance Limited

If You do not contact UK General Insurance Limited You will not be covered in the event of a claim arising out of Your Preexisting Medical Condition.

Acceptable Hazardous Activities

You are covered under the Personal Accident and Medical Expenses Sections for the following activities automatically, and You do not need to contact Your issuing agent. If any activity that You wish to participate in is not listed below, then please contact Your issuing agent.

- · archery (amateur)
- badminton (amateur)
- baseball (amateur)
- basketball (amateur)
- beach games
- canoeing
- clay pigeon shooting
- cricket (amateur)
- cycling (other than specified)
- dinghy sailing fell walking
- fencina
- fishing
- tisning
 football (amateur)
- golf (amateur) hiking (under 2,000 meters
- altitude) horse riding (up to 7 days)
- jet boating
- iet ski-ina

- jogging
- marathon running (amateur)
- motorcycling up to 50cc
- netball (amateur)
- orienteering
- outwardbound pursuits paintballing
- parascending (over water)
- pony trekking
- racquetball rambling
- river canoeing
- roller skating
- roller blading rounders
- rowing
- running sprint / long
- distance (amateur)
 safari (Ireland / UK organised)
- sail boarding

- · sailing within territorial waters
- scuba diving up to 30 metres if adequately supervised with qualified
- instructor skate boarding
- snorkelling
- squash (amateur)
- surfing (amateur, under 14 days)
- tennis (amateur)
- tour operator safari
- track events
- trekking (under 2,000 metres altitude)
- triathlon
- volleyball (amateur)
- war games
- water polo (amateur)
- water ski-ing (amateur)

- · white water rafting (Grade 1 to 3)
- windsurfing (amateur)
- Wintersports (as defined on page 9)
- yachting (racing / crewing inside territorial waters)
- * Upon payment of an additional premium, cover is extended to include Wintersports under Section B Emergency Medical Expenses and Repatriation, Section D Personal Accident and Section J Personal Liability. Please see Wintersports definition on page 9 and contact Your issuing agent for details.

PLEASE READ FOR EXCLUSIONS

Please note: Diving Equipment is not covered under this Policy.

- Your attention is drawn to the exclusions relating to Section I Personal Liability and their importance to some of the
 acceptable Hazardous Activities listed and their associated mechanised vehicles.
- You are not covered for non-incidental participation in these acceptable Hazardous activities or any other Hazardous
 Activities. However, by contacting Your issuing agent and declaring these activities, in most circumstances, Your policy
 can be extended to cover You fully. There may be amendments in policy conditions and/or an additional premium to pay.

Important Notice - Please Read

The Underwriter hereby draws Your attention to some important features of Your travel insurance evidence of cover. If You would like more information, please contact the Issuing Agent, particularly if You feel the insurance may not meet Your needs.

EVIDENCE OF COVER

You should read this document carefully. It gives You full details of what is and is not covered and the conditions of the cover. Cover will vary from policy to policy and Underwriter to Underwriter.

CONDITIONS, EXCLUSIONS AND WARRANTIES

Conditions and exclusions will apply to individual sections of **Your** evidence of cover while general exclusions and conditions will apply to the whole of **Your** evidence of cover. It is a condition of this evidence of cover that complete and accurate information must be disclosed to the **Underwriter** at the time of taking out this insurance. Failure to do so may result in the **Underwriter's** non-liability for claims.

DANGEROUS SPORTS OR PASTIMES

You are only covered under the evidence of cover for claims arising from certain acceptable Hazardous Activities. If You require cover for activities not listed on page 5 of this booklet please contact Your issuing agent.

PROPERTY CLAIMS

These claims are paid based on the value of the goods at the time **You** lose them and not on a 'new for old' or replacement cost basis. An allowance for wear, tear and depreciation will be deducted. Certain items of personal property are not covered.

PERSONAL LIABILITY

There is no cover for Personal Liability claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft or any mechanically propelled conveyance.

POLICY LIMITS

All sections of **Your** policy have limits on the amount the **Underwriter** will pay under that section. There are also specific limits under the Personal Effects and Baggage section for: any **Single Item**; **Valuables**, items for which an original receipt, proof of purchase or an insurance valuation is not supplied; loss, theft or damage occurring on a beach or in or around a swimming pool.

POLICY EXCESSES

Under most sections of the policy, claims will be subject to an **Excess** per person. This means that **You** will be responsible for the first part of the claim. The amount **You** have to pay is the **Excess**.

REASONABLE CARE / UNATTENDED PROPERTY

You must exercise reasonable care to prevent illness, injury or loss or damage to Your property, as if uninsured. There is no cover for property left unattended in a place to which the general public has access. There is no cover for loss of money which was not carried on the Insured's person

unless placed in a safety deposit box or similar locked, fixed receptacle.

COMPLAINTS PROCEDURE

If **You** have any cause for complaint regarding this insurance, please refer to the relevant section of this document for the complaints procedure to follow.

CANCELLATION

If You decide that for any reason, this policy does not meet Your insurance needs then please contact Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no travel has commenced and no claims have been made or are pending, Your agent will then refund Your premium in full.

You may cancel the insurance cover after 14 day by informing Your agent however no refund of premium will be payable.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Where the Underwriter reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide accurate and complete answers to the questions Your agent asked.

If the Underwriter cancels the policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled cover, less a proportionate deduction for the time the Underwriter has provided cover.

Where the Underwriters investigations provide evidence of fraud or misrepresentation, the Underwriter may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Your administrator / Your agent with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out and the Underwriter will be entitled to keep the premium.

If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with the Underwriter, as well as other insurers, in the future.

FRAUDULENT CLAIMS/FRAUD

You must not act in a fraudulent way. If you or anyone acting

for you:

- fails to reveal or hides a fact likely to influence whether the Underwriter accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover the Underwriter provide:
- makes a statement to the Underwriter or anyone acting on our behalf, knowing the statement to be false;
- sends the Underwriter or anyone acting on the Underwriter behalf a document, knowing the document to be forced or false:
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- If your claim is in any way dishonest or exaggerated;

the **Underwriter** will not pay any benefit under this policy or return any premium to you and the **Underwriter** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. The **Underwriter** may also take legal action against you and inform the appropriate authorities.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

RECIPROCAL HEALTH AGREEMENTS:

EHIC & MEDICARE

If you are travelling to European Union countries you should obtain a European Health Insurance Card (EHIC). You can apply either online through http://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC or by telephoning 0300 330 1350. This will entitle you to benefit from the reciprocal health agreements, which exist between certain European countries. In the event of a claim being accepted for medical expenses which has been reduced by the use of an EHIC, or Private Health Insurance, the deduction of the excess under the medical section B will not apply. When you are travelling to Australia and you have to go to hospital, you must register for and make use of the treatment offered under the national Medicare scheme. If you know you need treatment, you can enrol for Medicare at a DHS Service Centre. If you receive treatment before you enrol, Medicare benefits will be back-paid for eligible visitors.

What to do in the Case of a Medical Emergency

HOSPITAL TREATMENT ABROAD

If **You** are admitted to hospital **You** must contact Global Response immediately. If **You** do not, this could mean that the **Underwriter** will not provide cover or the **Underwriter** will reduce the amount the **Underwriter** will pay for medial expenses.

Treating Doctor/Hospital: For travel to the United States of America: The **Underwriter** will only pay for reasonable and necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

The **Underwriter** reserves the right to limit payment to what the **Underwriter** medical officer deems reasonable.

If the **Underwriters** medical officer advises a date when it is feasible and practical to repatriate **You**, but **You** choose instead to remain abroad, the **Underwriters** liability to pay any further costs under this section after that date will be limited to what the **Underwriter** would have paid if **Your** repatriation had taken place

WHILE YOU ARE AWAY WHAT TO DO IN THE CASE OF MEDICAL EMERGENCY

The emergency assistance provided for **You** by this Insurance is operated by Global Response and Healthwatch S.A. In the event of any illness, injury, **Accident** which requires:

Inpatient treatment, anywhere in the world **You** must contact: Global Response

Tel: +44 (0) 113 3180 197

Fax: +44 (ó) 113 3180 198 Email: operations@global-response.co.uk

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

Healthwatch S.A.:

Tel: +44 (0)113 3180 124 Fax: +44 (0)113 3180 125 Email: newcase@healthwatch.gr



Outpatient treatment, anywhere in the world You must contact:

Global Response

Tel: +44 (0) 113 3180 197 Fax: +44 (0) 113 3180 198

Email: operations@global-response.co.uk



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

Scheme name: MIS Travel Insurance Reference Number: 06658A

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

OUT PATIENT TREATMENT

If **You** require outpatient treatment, please contact the appropriate Emergency Assistance provider as detailed above. If emergency assistance is being provided by Healthwatch SA please ensure the treating Doctor or Clinic is aware of the following instructions:

OUTPATIENT INSTRUCTIONS TO DOCTORS/CLINICS:

In order to have **Your** invoices paid quickly, please send **Your** invoice together with a copy of the policy **Schedule** (clearly showing the policy number and names) and any supporting documentation related to the outpatient treatment (Medical report, cost breakdown) by email to newcase@healthwatch.gr **You** must include **Your** bank account details, IBAN no's and / or Swift code for payment to be processed electronically.

Out Patient Department Tel: 00 30 2310 256454

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

E-mail: newcase@healthwatch.gr

RETURNING EARLY TO THE UNITED KINGDOM

If You have to return to the United Kingdom under Section A1 (Cancellation & Curtailment) or B (Emergency Medical and Treatment Expenses), the 24 hour medical emergency service must authorise this. If they do not, this could mean that the Underwriter will not provide cover or the Underwriter may reduce the amount the Underwriter pay for Your return to the United Kingdom. The 24 hour medical emergency service reserve the right to repatriate You should the Underwriters medical advisors view You as being fit to travel, if You refuse to be repatriated then all cover under this policy will cease. The 24 hour medical emergency service may be contacted from anywhere in the world to provide assistance to You.

IMPORTANT NOTE:

If You currently hold private health insurance that covers You for medical expenses abroad then the Underwriter recommends, in the event of a medical emergency abroad, that You also advise the 24-hour medical emergency service of Your membership number and plan type.

Policy Definitions

Wherever the following words or phrases appear within this policy they will always have the same meaning and will appear in bold with a capital letter.

Accident / Accidental

A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, results directly, immediately and solely in physical **Bodily Injury** which results in a loss. In no event shall the contracting of any disease and/or illness (including, but not limited to heart attack, stroke or cancer), nor the injection or ingestion of any substance, be considered an **Accident**. An event which directly or indirectly exacerbates a previously existing physical **Bodily Injury** shall not be considered an **Accident**.

Adverse Weather

Weather of such severity that;

- the police, or other appropriate authority, warn by means of public communications networks including, but not limited to, popular websites, television or radio against all but essential travel and/or:
- it causes major disruption to transport services i.e. rail, road or bus which is reported in the media.

Bodily Injury

Injury caused by external, violent or visible means.

Cash

Currency notes and coins.

Certificate

The **Certificate** is proof of insurance and is part of this policy. This document describes **You** and the **Insured** person(s) who are covered under this policy, the **Period of Insurance** and the cover **You** have opted for.

Children / Grandchildren

Persons aged up to and including 18 years of age at the time of departure.

Close Business Associate

Any person whose absence from business for one or more complete days at the same time as the **Insured's** absence prevents the effective continuation of that business.

Common-Law Partner

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

Complications of Pregnancy and Childbirth

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 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.

Consequential Loss

Unless **We** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **You** are claiming is not covered. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **Bodily Injury** or illness.

Excess

Where applicable, the **Excess** is the first amount of each claim for each separate incident payable for each **Insured**. **Excess** amounts are shown in the Schedule of Cover.

Hazardous Activity

An activity where it is recognised there is an increased risk of injury or can be reasonably expected to exacerbate an existing medical condition (if **You** are in any doubt, please contact **Your** issuing agent with full details of the activity).

Home

The **Insured's** place of residence in the **United Kingdom**, where **You** normally reside for six months of the year.

Insured

Any **Insured** person who is included on the policy having paid the appropriate premium. The term 'his' shall be held to mean 'her' where appropriate.

Loss of Sight

The complete and irrecoverable loss of the sight of one or both eyes.

Loss of Limb(s)

Loss by physical severance of a hand at or above the wrist or a foot at or above the ankle.

Medical Practitioner

A registered practising member of the medical profession who is not related to **You** or any person with whom **You** are travelling.

Period of Insurance - Single Trip

Under Section A (for Cancellation), insurance is effective from the Date of Issue of the **Certificate** and terminates on commencement of the trip. In respect of all other sections, insurance commences when the **Insured** leaves his **Home** or business in the **United Kingdom** (whichever is the later to commence the trip described in the territorial limits and shall cease with whichever occurs first of the following:

- The expiry of the Policy Period as shown on the Certificate.
- 2. The return of the **Insured** to his **Home** as planned, at the end of the trip;
- 3. The first return of the **Insured** to the **United Kingdom** prior to the planned return at the end of a trip.

The **Period of Insurance** will be extended day by day up to a maximum of 30 days after the expiry of the period stated on the **Certificate** when the return is necessarily delayed as a result of the ill health of the **Insured** or failure of **Public**

Transport provided that the 24-hour medical emergency service been notified. In respect of one way trips only, the Period of Insurance shall cease whichever occurs first of the following: the expiry of the Policy Period or 24 hours after the time the Insured first leaves the immigration control of their final destination country.

Permanent Total Disablement

Disablement which, from the moment of **Accident**, entirely prevents the **Insured** from attending to any business or occupation whatsoever of any and every kind and which lasts 12 calendar months and at the expiry of that period is, in the opinion of the **Underwriter's** Medical Advisors, beyond expectation of improvement.

Personal Effects

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

The following are not included in the definition:

Antiques, any property held or used for any business or professional purposes, bicycles, contact or comeal lenses, diving equipment, cameras and other photographic equipment of any kind, audio and visual equipment of any kind, electrical and electronic equipment, computers and telecommunications equipment of any kind (including mobile phones), all discs and other audio and/or visual media of any kind, satellite navigation devices of any kind, jewellery, watches, furs, telescopes, binoculars, musical instruments, spectacles, sunglasses, precious stones or articles made of or containing gold, silver or other precious metals.

Pre-existing Medical Condition

A condition for which **You** have been admitted as a inpatient in the past twenty four months, or have suffered from or received any form of medical advice, treatment or medication for a:

- Heart or Circulatory related condition (e.g. Hypertension, Angina, Stroke, etc), or
- 2. Lung or Breathing related condition, other than well controlled, mild Asthma, suffered in isolation, or
- 3. Cancerous Condition.

Public Transport

The use of train, bus, coach or ferry services, or scheduled flights, running to a published timetable to join the booked travel itinerary.

Relative

Brother or Sister (Inc. in-laws), Civil partner, Child (Inc. Foster, Step and In-laws), son or daughter, including fostered or adopted children and children who you have legal guardianship of, Fiancé or Fiancée, Grandparent or child, Legal guardian, Parent (Inc. in-laws), Spouse, Stepbrother or sister, Step-parent (Inc.in-laws). Common-law partners or any couple (Inc. same sex) cohabiting for at least six months prior to the purchase of this policy.

Resident

This policy is only available to **you** if **you** are a permanent resident in the **UK**. You must have been present in the **UK** for at least six months prior to purchasing your policy and be

registered with a **Medical Practitioner** in the area in which you reside.

Single Item

Any one article, pair set or collection under the Personal Effects and Baggage, Ski Equipment Sections, prams, buggies and wheelchairs.

Sports Equipment

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

Trip

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

- a) Your Home; or
- b) The place at which You are temporarily residing in the **UK**; or
- The hospital or nursing home in the UK following Your repatriation.

Travelling Companion

The person with whom you have planned your trip, who is due to travel or take the trip with you who is named on the insurance certificate or booking invoice

UK, United Kingdom

England, Wales, Scotland, Northern Ireland.

Underwriter

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Valuables

All discs and other audio/visual media, audio visual equipment, binoculars, cameras and other photographic equipment, computers and telecommunications equipment (mobile phones are excluded), electrical and electronic equipment, furs, jewellery, precious stones or articles made of (or containing) gold, silver or other precious metals, telescopes, watches.

Wintersports

Skiing, off-piste skiing (except in areas designated as unsafe by resort management), snowboarding, recreational racing, mono ski-ing, guided cross country skiing, snow mobiling, tobogganing and ice skating.

You. Your (Insured)

All person(s) within the age limit, the names of who are provided to MIS at the time of premium payment, being resident in the **United Kingdom** and registered with a **Medical Practitioner** in the **United Kingdom**.

Insurance

The Underwriter hereby agrees to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Certificate, after such loss, damage or liability are

proved.

PROVIDED always that:

 The liability of the Underwriter shall not exceed the limits of liability as expressed in the attached terms and conditions or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed on behalf of the Underwriter.

SECTION A1 CANCELLATION AND CURTAILMENT

What You Are Covered For:

If the Insured's Trip is cancelled or curtailed due to any one of the reasons listed below occurring to the Insured, or his travelling companion and his travelling companion cancels or curtails his Trip, during the Period of Insurance, the Underwriter will indemnify the Insured up to the amount shown in the Schedule of Cover:

- Cancellation for travel and accommodation expenses paid or contracted to be paid by the Insured in respect of his own Trip (prior to any occurrence giving rise to a claim under this section) which are not recoverable.
- Curtailment for travel expenses to the Insured's Home and pro-rata amount of the total pre-paid or contracted cost for each complete day of the Trip which is foregone and which are not recoverable excluding pre-paid or contracted costs for transportation to return Home and used travel ticket cost(s).

Reasons for Cancellation and Curtailment:

- (a) death, serious injury or serious illness, occurring during the Period of Insurance, of an Insured, the Insured's travelling companion, a Relative or Close Business Associate of the Insured or his travelling companion, or the person with whom the Insured has arranged to stay whilst on the Trip.
- (b) jury service, witness call or compulsory quarantine;
- (c) accident to their vehicle within 7 days prior to intended date of departure (applicable to self-drive holidays only);
- (d) the posting overseas or emergency and unavoidable requirements of duty in the Armed Forces, Police, Fire, Nursing or Ambulance Services;
- (e) redundancy notified during the Period of Insurance which qualifies for payment under the current redundancy legislation;
- (f) fire, flood damage to Your Home within 7 days of the start of, or during Your Trip where Your presence is required by the police or Your insurer at Your Home:
- (g) presence being required by the police as a result of Your Home in the UK suffering a burglary within 7 days of, or during Your Trip.

What You Are Not Covered For:

The Underwriter shall not be responsible for:

- 1. the **Excess** as shown in the Schedule of Cover.
- claims arising directly or indirectly as a result of a Preexisting Medical Conditions (as defined on page 9) of the Insured, the Insured's travelling companion, a Relative or Close Business Associate of the Insured or his travelling companion, or any person whom the Trip depends, or any person with whom the Insured has

- arranged to stay whilst on the **Trip**, unless declared to and agreed by the **Underwriter** with any required additional premium paid and/or amendments to policy conditions.
- 3. claims arising if an Insured:
 - is travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment; or
 - (ii) is on a hospital waiting list or awaiting the results of medical investigations; or
 - (iii) has received a terminal prognosis at the date of application;
 - (iv) is travelling against any health requirements stipulated by the carrier, their handling agents or any other **Public Transport** provider.
- claims arising which are not supported by written medical confirmation and clinical reports from medical service providers, as well as all other proof of the happening of an event causing Cancellation or Curtailment;
- claims for any costs associated with unused timeshare property;
- claims arising where the **Insured** has not been able to receive the necessary inoculations or vaccinations or obtain necessary visas;
- 7. Your disinclination to travel: or
- 8. claims caused or contributed to by or on the order of any government, public or local authority; or
- the omission or default of the provider of transport or accommodation or of an agent through whom the travel arrangements where made; or
- 10. **Your** loss of enjoyment of the **Trip**, however caused;
- 11. any claim for curtailment which has not been approved by the 24-hour medical emergency service; or
- 12. any cancellation or curtailment charges the Underwriter would not have had to pay, had You notified the travel agent, tour operator or provider of transport and accommodation immediately after You knew You would be cancelling or curtailing Your Trip:
- Your travel expenses for You to return to the UK, if You do not already possess pre-paid travel tickets;
- 14. Your late arrival at the airport or port after check in or booking time.

VERY IMPORTANT NOTE

You must obtain a medical certificate from a Medical Practitioner and the prior approval of the 24-hour medical emergency service to confirm the necessity to return Home prior to curtailment of the Trip due to death, Bodily Injury or illness

SECTION A2 - EXAM FAILURE COVER

What You Are Covered For:

The **Underwriter** will pay the **Insured** up to the amount as shown in the Schedule of Cover for additional costs or expenses incurred by **You** as a result of remaining in or returning to the **United Kingdom** to retake public or university examinations and return to **Your** detsination provided the policy was issued prior to the examination date.

What You Are Not Covered For:

The **Underwriter** shall not be responsible for:

 the Excess as shown in the Schedule of Cover and Excesses.

SECTION B - EMERGENCY MEDICAL EXPENSES AND REPATRIATION

What You Are Covered For:

The **Underwriter** will reimburse the **Insured** up to the amount shown in the Schedule of Cover in respect of the following expenses necessarily incurred as a result of the **Insured** sustaining **Accidental Bodily Injury** or becoming iii:

1. Emergency Medical Expenses

- (a) cost of medical, surgical or hospital treatment (including emergency dental treatment up to £250 for the immediate relief of pain only). The Underwriter reserves the right to repatriate when, in the opinion of the doctor in attendance and the Underwriter's Medical Advisors, the Insured is fit to trayel.
- (b) cost of transporting the remains of an Insured to the United Kingdom, or the reasonable cost of funeral in the country where death occurs, if other than the Insured's usual country of residence, up to £7.000.
- (c) reasonable additional transportation and accommodation costs (up to £1,250 per person for accommodation) incurred by the Insured and any one person travelling with the Insured, as a result of the Insured receiving medical advice from the doctor in attendance and the Underwriter's Medical Advisors that his originally planned return journey to the United Kingdom is impossible due to medical reasons (Payment shall be based upon the average cost of transportation and accommodation incurred prior to the originally planned return date).

2. Emergency Repatriation

 (a) the cost of return to the United Kingdom of an injured or sick Insured by medically appropriate means where, in the opinion of the Underwriter's medical advisors, such return is medically necessary.

What You Are Not Covered For:

The **Underwriter** shall not be responsible for:

- the Excess (unless the Insured uses a EHIC card or private health insurance which successfully reduces the amount of the claim) as shown in the Schedule of Cover;
- claims arising directly or indirectly as a result of a Preexisting Medical Condition of the Insured unless declared to and agreed by the Underwriter with any required additional premium paid and/or amendments to Policy conditions;
- 3. claims arising if an Insured:
 - is travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment; or
 - (ii) is on a hospital waiting list or awaiting the results of medical investigations; or

- (iii) has received a terminal prognosis at the date of application:
- (iv) is travelling against any health requirements stipulated by the carrier, their handling agents or any other **Public Transport** provider:
- claims arising for treatment or surgery which, in the opinion of the **Underwriter's** medical advisors, is not essential or can reasonably be delayed until the **Insured's** return to his **Home**:
- claims arising from the additional costs of single or private hospital room accommodation;
- claims arising from medical treatment of any kind received after an **Insured** has returned to the country of residence:
- claims arising from medical treatment of any kind not authorised at the time by a recognised registered Medical Practitioner or the 24-hour medical emergency service;
- claims arising from medical treatment of any kind occurring after an Insured has refused the offer of repatriation when, in the opinion of the doctor in attendance and the Underwriter's medical advisors, the Insured is fit to travel;
- claims arising in respect of physiotherapy treatment and other associated therapies;
- any cost or expenses incurred within **Your** country of residence:
- 11. dental treatment which is not for the purpose of relieving immediate pain or suffering:
- any up-grades from economy class travel, unless the Underwriter medical advisors specify necessary on medical grounds:
- any costs or expenses if You do not have a pre-paid return ticket to the UK, or the country You are temporarily residing, at the start of Your Trip;
- 14. any medication or drugs which You knew were needed at the start of the trip:
- 15. losses arising within 25 miles of Your Home;
- 16. cosmetic surgery and all expenses incurred in connection with cosmetic surgery:
- 17. non continuous treatment:
- 18. 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

SPECIAL NOTE:

In the event of an **Insured** dying, being involved in an accident, being admitted to hospital, or curtailing for medical reasons, the 24-hour medical emergency service must be advised as soon as possible and liability shall only attach for expenses agreed by them. Failure to notify the 24-hour medical emergency service will prejudice the **Underwriter** and will result in the **Underwriter's** non-acceptance of liability of such claims.

We reserved the right to repatriate You, when in the opinion of Our medical advisors, You are fit to travel. If You refuse to be repatriated all cover under the policy will cease. Should the Insured require medical treatment in Australia, they should enrol with MEDICARE. It is not necessary to enrol on arrival. An Insured can simply do this at the first occasion in which they receive treatment.

In-patient and out-patient treatment at a public hospital is then available free of charge. Should an **Insured** be admitted to hospital then immediate contact must be made with the 24-hour medical emergency service and their authority obtained in respect of any treatment NOT available under MEDICARE before such treatment is provided.

SECTION C - PERSONAL EFFECTS AND BAGGAGE

What You Are Covered For:

The **Underwriter** will reimburse the **Insured** up to the amount as shown in the Schedule of Cover, for the value of **Personal Effects** taken or purchased on the trip by the **Insured** which is accidentally lost, stolen or damaged.

The maximum payment for any **Single Item** is shown in the Schedule of Cover.

The maximum payment for **Valuables** is shown in the Schedule of Cover. The maximum payment for any Single Item for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £75, subject to a maximum of £150 for all such items.

Travel Documents

The **Underwriter** will reimburse the **Insured** up to the maximum as shown in the Schedule of Cover for the value of Travel Documents (passport, green cards, travel tickets and accommodation vouchers) held by an **Insured** which are lost or stolen (and reasonable expenses directly consequential upon any such loss).

Baggage Delay

The **Underwriter** will reimburse the **Insured** for the cost of purchase of necessities, up to the maximum as shown in the Schedule of Cover should baggage be delayed or lost in transit on the outward journey for more than 24 hours. Payment made under this heading will be set against the amount of any claim arising if the baggage is permanently lost. The **Insured** must supply receipts for the items purchased and confirmation from the carrier of the length of delay.

What You Are Not Covered For:

The **Underwriter** shall not be responsible for:

- 1. the Excess as shown in the Schedule of Cover;
- 2. wear, tear and depreciation of the article(s);
- claims arising from breakage of fragile articles unless caused by fire or accident to a vehicle;
- claims arising for loss, theft or damage to prams, buggies, wheelchairs, pedal cycles, motor vehicles, marine or diving equipment and craft, surfboards, sailboards or related equipment or fittings of any kind;
- claims arising from damage caused by leakage of powder or liquid carried within personal effects or baggage;
- claims arising for Cash, cheques, travellers cheques, stamps and contact lenses, antiques, computer equipment of any kind including laptops, mobile telephones, tv sets;
- claims arising for loss or theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained:
- 8. claims arising for loss or damage which is not reported to any appropriate authority within 24 hours of discovery

- and an official report obtained (and specifically for claims arising against or in common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official report obtained). In the case of an airline, a Property Irregularity Report will be required at the time of baggage collection:
- claims arising for breakage of Sports Equipment whilst in use;
- claims arising from delay, detention, seizure or confiscation by customs or other officials;
- claims arising for loss, theft or damage to household goods or anything shipped as freight or under a Bill of Lading:
- 12. Claims for: Antiques, bicycles, contact/corneal lenses, dentures/bridgework, diving and marine equipment, golf equipment (see Golf Cover), hearing aids, mobile phones, motor vehicles, personal money, prams/ buggies/pushchairs, property used for business, prosthetic limbs, satellite navigation devices, ski equipment (see Winter Sports Cover), spectacles, sports equipment, stamps, sunglasses, surfboards, watercraft. wheelchairs:
- 13. claims arising for property left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- 14. claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot between 8am and 8pm local time and there is evidence of forced entry which confirmed by a police report;
- claims arising for loss or damage to items carried on a vehicle roof rack;
- 16. claims arising for loss, theft or damage to Valuables which at the time of such loss, theft or damage where located in checked-in luggage or an unattended motor vehicle:
- More than £150 for claims arising for loss, theft or damage occurring on a beach or in or around a swimming pool (this includes any claim under Section D);
- no cover will apply for items left on any mode of transport following disembarking or items overlooked at Your accommodation upon vacating;
- 19. more than the Single Item limits in the Schedule of Cover, up to a maximum shown in the Schedule of Cover in total for any one claim, limited to £50 per item and subject to a maximum of £200 in total, if You are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss;
- 20. loss, theft or damage arising from:
 - (a) mechanical or electrical breakdown; or
 - (b) moth or vermin; or
 - (c) processes of cleaning, restoring or repairing;
- 21. theft from Your holiday accommodation unless there is evidence of violent, visible and forcible entry thereto:
- 22. loss, theft or damage to Valuables or Your passport left unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe deposit box:

23. any claim for baggage delay if You cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of delay.

SECTION D - PERSONAL MONEY

What You Are Covered For:

The **Underwriter** will indemnify the **Insured** up to the amount as shown in the Schedule of Cover in respect of loss of **Cash** or travellers cheques (unless the issuer provides a replacement service) which is the property of the **Insured** and carried on the **Insured** person (a reduced limit applies as shown in the Schedule of Cover for **Children** under 18 unless an adult premium has been paid) or placed in a safety deposit box or similar locked, fixed receptacle. Cover for **Cash** is limited to the **Cash** limit as shown in the Schedule of Cover.

What You Are Not Covered For:

The **Underwriter** shall not be responsible for:

- 1. the **Excess** as shown in the Schedule of Cover;
- claims arising for loss or theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
- In the case of an airline, a Property Irregularity Report will be required:
- claims arising from delay, detention, seizure or confiscation by Customs or other officials;
- claims arising from shortages due to error, omission or depreciation in value:
- claims arising for loss of theft of Cash which at the time of such loss or theft was located in checked-in luggage or an unattended motor vehicle;
- More than £150 for claims arising for loss, theft or damage occurring on a beach or in or around swimming pool (this includes any claim under Section C).

SECTION E - HOLIDAY ABANDONMENT

What You Are Covered For:

If the holiday or journey is necessarily cancelled following a delay of not less than 24 hours beyond the scheduled departure time (and written confirmation obtained from the carrier), the Underwriter will indemnify the **Insured** up to the amount shown in the Schedule of Cover for travel and accommodation expenses paid or contracted to be paid by an **Insured** in respect of his own **Trip** (prior to any occurence giving rise to a claim under this section) and which are not recoverable.

What You Are Not Covered For:

The Underwriter shall not be responsible for:

- the Excess as shown in the Schedule of Cover for Section E (Abandonment);
- claims arising from delay caused by strike if strike or industrial action was notified at the time the insurance was purchased:
- 3. Your failure to check in as per Your original itinerary.

SECTION F - HIJACK

What You Are Covered For:

The **Underwriter** will pay the **Insured** the amount shown in the Schedule of Cover for each and every completed period of 24 hours in the event of hijack of the transport on which the **Insured** is travelling.

What You Are Not Covered For:

The **Underwriter** shall not be responsible for:

 claims not substantiated by a police report confirming the length and exact nature of the incident.

SECTION G - MISSED DEPARTURE

What You Are Covered For:

The **Underwriter** will indemnify the **Insured** up to the amount shown in the Schedule of Cover, in respect of reasonable additional costs of travel and accommodation necessarily incurred if the **Insured** is unable to reach the International point of departure of the booked travel itinerary on the initial outward or final return journey as a consequence of the failure of **Public Transport** due to strike, industrial action, **Adverse Weather** or the accident/breakdown of a private motor car in which the **Insured** is travelling.

What You Are Not Covered For:

The **Underwriter** shall not be responsible for:

- 1. the Excess as shown in the Schedule of Cover;
- claims arising as a result of the **Insured** not having taken reasonable steps to complete the journey to the departure point on time;
- claims arising if the Adverse Weather, strike or industrial action was in existence or publicly declared before You started Your journey to the departure point;
- claims arising from the vehicle not having been properly serviced and maintained, in the event of vehicle breakdown:
- any claim unless there is a minimum connection time of three hours;
- any claims for vehicle breakdown or failure, which are not substantiated by a written report from a rescue service or garage;
- 7. any upgrade in accommodation.

SECTION H - PERSONAL ACCIDENT

What You Are Covered For:

The **Underwriter** will pay the **Insured** or his estate the sum insured as shown in the Schedule of Cover for one of the following losses resulting from an **Accident** sustained by the **Insured: Death, Loss of Limb(s), Loss of Sight** or **Permanent Total Disablement** from engaging in paid occupations of any kind. Loss must occur within 180 days of the date of **Accident**. No benefits shall be paid for more than one loss suffered.

What You Are Not Covered For:

- Any benefit when Your death, injury or loss does not occur within 180 days of the Accident.
- 2. Any benefit as a result of participating in an acceptable

Hazardous Activity, unless You have paid the additional premium prior to travel and cover is confirmed on Your Certificate.

- Any benefit if You cannot prove to the Underwriter that the Permanent Total Disablement has continued for 12 months from the date of the injury and in all probability will continue for the remainder of Your life.
- 4. More than one lump sum under this section.
- Claims arising directly or indirectly from the contracting or any disease or illness.
- Claims arising directly or indirectly from the injection or ingestion of any substance.
- Claims arising directly or indirectly from any event, which exacerbates a previously existing Bodily Injury.
- Any claim not certified by an independent medical practitioner.

SECTION I - PERSONAL LIABILITY

What You Are Covered For:

The **Underwriter** will indemnify the **Insured** up to the amount shown in the Schedule of Cover for the legal liability of the **Insured** for **Accidental Bodily Injury** to third parties and/or accidental damage to their property.

What You Are Not Covered For:

The **Underwriter** shall not be responsible for:

- 1. anything in General Exclusions;
- 2. the first £250 of each and every claim in respect of loss or damage to temporary holiday accommodation;
- Bodily Injury or disease to any person who, at the time
 of sustaining such injury or disease, is engaged in Your
 service or to any member of Your family or anyone You
 are travelling with:
- damage to property belonging to, or in the care, custody or control of Your family or a person in Your service;
- any liability arising out of or incidental to any profession, occupation, or business;
- any liability which has been assumed under contract and would not otherwise have attached;
- any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of:
 - (a) any motorised or mechanical vehicles including any attached trailers or caravans;
 - (b) any aircraft (whatsoever);
 - (c) any watercraft or vessel (other than manually propelled watercraft or vessels) or any other form of motorised leisure equipment:
- any liability arising out of ownership, occupation, possession, or use of any land or building (other than occupation only of any temporary residence);
- any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any firearms or weapons of any kind;
- any liability arising in respect of any wilful or criminal act or assault:
- 11. any liability arising in any country in which **You** own premises, or are resident;
- any liability, injury, loss or damage arising directly or indirectly from or due to any animals belonging to You or in Your care, custody or control;

13. any claims arising directly or indirectly from participant to participant liability.

SPECIAL NOTE:

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the Underwriter, who shall be entitled, if they so desire, to take over and conduct, in the name of the Insured, their defence of any claim or to prosecute for their own benefit any claims for indemnity, damages or otherwise against any third party. The Underwriter shall have full discretion in the conduct of any negotiations, proceedings, or the settlement of any claims and the Insured shall, wherever possible, give all such information and assistance as the Underwriter may require.

SECTION J - LEGAL EXPENSES COVER

What You Are Covered For:

The **Underwriter** will indemnify the **Insured** up to the amount shown in the Schedule of Cover for legal costs and expenses incurred in pursuing legal proceedings against third parties for compensation and damages arising from or out of **Your** death, serious illness or personal accident during **Your** trip.

What You Are Not Covered For:

The **Underwriter** shall not be responsible for:

- 1. the **Excess** as shown in the Schedule of Cover;
- any costs or expenses which have been incurred without prior approval of the **Underwriter**;
- any claim where the Underwriter considers Your prospect of success in achieving a reasonable benefit to be insufficient:
- 4. any claim emerging from the pursuance to a contingent fee agreement between **You** and **Your** counsel;
- 5. any claim for travel and accommodation expenses which **You** have incurred whilst pursuing legal action;
- wnich You have incurred whilst pursuing legal action;
 any claim arising from You pursuing legal proceedings as part of and (or) on behalf of a group or organisation;
- any claim for legal costs where You are pursuing a legal action against Your issuing agent, Motor Insurance Services Limited, the Underwriter, UK General Insurance Limited, any Primary Group company, a member of Your family or a travelling companion;
- any claim for legal costs where the **Insured** is pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence.

SECTION K - CATASTROPHE COVER

What You Are Covered For:

The **Underwriter** will indemnify the **Insured** up to the amount shown in the Schedule of Cover in the event that the **Insured** is forced to move from the pre-booked accommodation as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local Government directive which is confirmed in writing by local or national authority for irrecoverable travel or accommodation costs necessarily incurred to continue with the **Trip** or, if the **Trip** cannot be continued

for return Home.

What You Are Not Covered For:

The **Underwriter** shall not be responsible for:

- 1. The Excess as shown in the Schedule of Cover.
- Claims where a report from local or national authority is not obtained stating that it was not acceptable for the Insured to remain in his booked accommodation.
- 3. Costs recoverable from a Tour Operator.
- Claims for any costs or expenses if You decide not to remain in Your booked accommodation although it is considered safe and acceptable to continue living there.
- Claims for any costs which You would have expected to pay during Your Trip.

SECTION L - MUGGING BENEFIT

What You Are Covered For:

The **Underwriter** will pay **You** the amount shown in the Schedule of Cover, if **You** receive in-patient hospital treatment which is covered under Section B as a direct result of mugging.

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

The **Underwriter** shall not be responsible for claims arising:

1. from any medical condition which require **You** or any of

- Your travelling companions to answer yes to the Preexisting Medical Condition questions on page 5 unless declared to and accepted by the Underwriter.
- 2. directly or indirectly from **You** or anyone else upon whom **Your** trip depends;
 - i) are travelling against the advice of a **Medical Practitioner**
 - ii) are travelling for the purpose of obtaining medical treatment
 - iii) are on a hospital waiting list
 - iv) are awaiting the results of medical
 - v) are receiving ongoing dialysis treatment
 - vi) have been given a terminal prognosis
 - vii) have anxiety, stress or depression
- 3. for any claims in any way caused or contributed to by:
 - (i) the failure of: or
 - (ii) the fear of the failure of: or
 - (iii) the inability of

any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date other than for loss, damage, expenses or Consequential Loss not otherwise excluded which itself results from the operation of an insured cause.

- which are directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:
 - terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. The Underwriter will, however, cover any loss or damage (but not related cost or expense), caused by any act of terrorism provided that such act did

- not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- (ii) war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority; or
- (iii) seizure or illegal occupation, or
- (iv) confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine or any result of any order of public or government authority which deprives You of the use or value of Your property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or
- (v) discharge or pollutants or contaminants, which pollutants and contaminants shall include but are not limited to any solid, liquid, gaseous, or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare or persons or the environment; or
- (vi) chemical or biological release or exposure of any kind; or
- (vii) threat or hoax, in the absence of physical damage due to an **Act of Terrorism**; or
- (viii) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation
- from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising therefrom, or any Consequential Loss of any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from:
 - (a) irradiation, or contamination by nuclear material; or
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - (c) any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- from HIV, Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex;
- 7. from the **Insured** engaging in any illegal or criminal act;
- from any Consequential Loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance (except as provided in Section C relating to loss of Travel Documents);
- directly or indirectly out of financial incapacity of the Insured:
- 10. which but for the existence of this insurance, would be covered under any other insurance policy(ies), including any amounts recovered by the **Insured** from private health insurance, EHIC payments, any reciprocal health agreements, airlines, hotels, home

- contents Insurers or any other recovery by the **Insured** which is the basis of a claim:
- from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable or unwilling to fulfil any part of their obligation:
- 12. from any Hazardous Activity including but not limited to all Wintersports (except where an appropriate premium has been paid), racing (other than on foot), mountaineering with the use of ropes, pot-holing, caving, hang-gliding, micro-lighting, parachuting, bungee-jumping and motor racing. Certain other activities may be covered if declared to and agreed by the Underwriter with any required additional premium paid and/or amendments to policy conditions:
- 13. from suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life), psychological condition (including anxiety, stress or depression), venereal infection or the influence of or in connection with the use of alcohol or drugs, unless as prescribed by a treating doctor;
- 14. from an Insured being in or entering or descending from an aircraft other than a fully licensed passenger carrying aircraft in which an Insured is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon:
- from the Insured's wilful exposure to a peril. The Insured must exercise reasonable care to prevent illness, injury or loss or damage of his property as if uninsured:
- directly or indirectly from the **Insured** being engaged in any manual employment after the commencement of the trip;
- which have not been proven and the amount thereof substantiated.
- 18. use of dangerous equipment.
- 19. manual work of any kind.
- where You are travelling against any health requirements stipulated by the carrier, their handling agents or any other Public Transport provider;
- from You travelling against the Foreign Commonwealth
 Office advice or where it is deemed unsafe for You to
 travel:
- 22. for any loss of enjoyment, however caused;
- from prohibitive regulations by the government of any country.
- 24. directly or indirectly from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable to or unwilling to fulfil any part of their obligation.
- 24. from routine treatment or care which could reasonably be expected to arise during **Your** period of insurance.
- 25. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation

of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

CONDITIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

- 1. It is a condition that You take care to supply complete and accurate information to the Underwriter. Failure to do so may affect the Insured's rights under this insurance. Following a change in this information disclosed to the Underwriter by the Insured during the Period of Insurance, the Underwriter reserves the right to amend or cancel the insurance, providing the Insured with a pro-rata refund of premium. If the Insured is in any doubt as to whether information is relevant, then for their own protection it should be disclosed to the Underwriter.
- 2. You must take reasonable care to:
 - a) supply accurate and complete answers to all the questions the **Underwriter** or the **Administrator** may ask as part of **Your** application for cover under this policy;
 - to make sure that all information supplied as part of Your application for cover is true and correct;
 - tell **Your Administrator** of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions the Underwriter ask when You take out, make changes to and renew Your policy. If any information You provide is not complete or accurate, this may mean Your policy is invalid and that it does not operate in the event of a claim or the Underwriter may not pay any claim in full. If you become aware that information you have given your administrator is inaccurate or has changed, you must inform your administrator as soon as possible.

- 3. All **Certificates**, information and evidence required by the **Underwriter** shall be furnished at the expense of the **Insured** or his legal personal representatives and shall be in such form and of such nature as the Underwriter may prescribe. The Insured shall as often as required submit to a medical examination on behalf of the **Underwriter** at the **Insured's** expense. In the event of death of the Insured, the Underwriter shall be entitled to have a post-mortem examination at their own expense. Any items which become the subject of a claim for loss or damage shall be retained for **Únderwriter's** inspection and shall be forwarded to their Agents upon request at the expense of the Insured or his legal personal representatives. All such items shall become the property of the Underwriter following final settlement of the claim.
- In the event of any occurrence which may give rise to a claim under this insurance, the **Insured** shall take all reasonable steps to minimise any loss arising out of such claim.
- 5. This insurance is non-transferable. Should the journey

or holiday be cancelled prior to departure for any reason whatsoever other than those set out in Section A of the policy then the insurance cover terminates immediately and the premium is neither apportionable nor refundable.

- Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.
- The Underwriter may, at its own expense, take
 proceedings in the name of the Insured to recover
 compensation or secure an indemnity from any third
 party in respect of any loss or damage covered by this
 insurance and any amount so recovered shall belong to
 the Underwriter.
- In the event that the Insured recovers by any means, damages from any third party in respect of personal Accident in the circumstances defined in Section H, all benefits paid to the Insured under Section H shall be repaid to the Underwriter.
- If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this policy, all benefits thereunder shall be forfeited as well as all premiums paid.
- In the event that the **Insured** experiences a problem with the policy or the claims process, please refer to the Complaints Procedure.
- 11. If at the time of loss, damage or liability, covered under this Policy, You have any other insurance or guarantee which covers the same loss, damage or liability, the Underwriter will only pay a rateable share of claim.
- You must be resident in the UK and registered with a Medical Practitioner in the UK at the time of taking out this policy and intend to return to the UK within the trip duration.
- 13. Whilst participating in any Hazardous Activity, You must take reasonable care at all times to ensure Your own safety and the safety of those around You. Such reasonable care involves following the directions of any instructor and (or) expedition leader and following the normal and reasonable safety procedures suggested or recommended by the recognised controlling body of the sport or activity concerned, or the safety procedures commonly exercised in pursuing the sport or activity in question at all times.
- Each Insured person shall be deemed to be insured separately.

MAKING A CLAIM

For all Sections:

If **You** need to make a claim contact us no later than 31 days after the event by telephoning or writing to:

MIS Claims Beechwood House 37 Comber Road Belfast Co. Antrim BT16 2AA Tel: (UK) 02890410222 (ROI) 01 872 0179 Fax: (UK) 02890481185 (ROI) 04890481185

Quoting the scheme name and reference 06658A

When You receive Your claim form it will request certain documents

- This booklet and Insurance Booking Invoice.
- Holiday Booking Invoice/Flight Tickets
- Any other supporting documentation requested by the Claims Handler.

These documents are required in the event of a claim. These must be original documents - Photocopies will not be accepted (Please keep copies for Your records).

UK General Insurance Limited is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact **Your** agent who arranged the insurance on **Your** behalf at:

Managing Director Motorists Insurance Services Limited Beechwood House 37a Comber Road Dundonald BT16 2AA Tel: 028 9041 8401

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the third working day, **Your** agent will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
0345 218 2685
Email: customerrelations@ukgeneral.co.uk

CL AIMS

MIS Claims Beechwood House 37 Comber Road Belfast Co. Antrim BT16 2AA

Tel: 028 9041 0222

If your complaint about your claim cannot be resolved by the end of the third working day, MIS Claims will pass it to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06658A.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity but have a group annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR Tel: 0800 023 4 567

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

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

If you have purchased the insurance policy online, you may also raise your complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly.

COMPENSATION SCHEME

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS by visiting

www.fscs.org.uk. You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation

Scheme, P O Box 300, Mitcheldean, GL17 1DY.

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds. LS10 1RJ.

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