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## Children aged between 13 and 17 SINGLE TRIP & TRAVEL INSURANCE

### Policy Wording for 2010

(certificate issued between January 2010 to December 2010)  
(for departure up to December 2011)

PLEASE read this Policy Wording booklet carefully and take it with you  
**IMPORTANT INFORMATION**  
Policy Validation Procedure

**This Travel Insurance is only valid when the Insurance Certificate  
is attached and signed**

Certificate No : JIM10A - \_\_\_\_\_ (as shown on the certificate)

- I **acknowledge** receipt of this Policy document and attached Certificate with the Terms of Business , and **have read** the Policy Summary and Policy Wording. I also **agree** to make available to **ALL** other Insured persons for whom I have arranged Travel Insurance the Terms, Conditions and Exclusions of the Policy document and have **drawn** their attention to the Policy Summary.
- I have read the **Important Medical Conditions** and the **general exclusions** applying to this policy on Pages 5 & 7 regarding any **medical condition** suffered by the **Insured Person (s)** or any member of the travelling party and any person upon whose health the trip may depend. I am aware that I may request a separate Policy document for each Insured Person.

Signature of Parent or Legal Guardian \* : \_\_\_\_\_  
(\* see page 3 for Policy Definition)

Date : \_\_\_\_\_

**This Policy is only valid if purchased prior to your departure from the UK.**

#### DATA PROTECTION

We take Our obligations under data protection seriously and seek to maintain Your privacy whilst handling Your insurance as quickly and effectively as possible. Your information will be held by Journeys Travel Insurance and the Insurer. The information will be used to obtain cover, manage Your Policy and handle any claim. To do this We may have to disclose it to other insurers, regulatory authorities, legal representatives and other agents We may use to provide services to Us. Some of these may be outside the European Economic Area. We may also collect sensitive information about You and Your party, which we need in order to provide and manage Your cover and claims. By purchasing cover You agree to Our use of this information for the purposes of this insurance. In order to prevent fraud, we may from time to time share Your information with other members of Our group of companies, other insurers and fraud prevention agencies and credit reference agencies. We will not hold the data for longer than is necessary for proper legal and commercial purposes.

For the purposes of accuracy and training , all calls to Us may be monitored and/or recorded for training.

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**POLICY SUMMARY**

Your travel insurance is provided by Journeys Travel Insurance (a trading name of PKC Associates Limited) and is authorized & regulated by the Financial Services Authority (FSA ref 312339). The FSA is the independent watchdog that regulates financial services. PKC Associates Limited permitted business is insurance mediation services.

**Satisfaction Guarantee**

Please read this Policy Summary and the Insurance Policy wording very carefully to ensure that it fulfils your requirements and that You understand what it means and what You are and You are not covered for. If for any reason it does not, return it to the issuing agent within 14 days of the date of issue or prior to travel (whichever is sooner) and Your premium will be refunded in full, provided that no claim has been made nor is pending.

**Important Notes**

To help You choose the right cover and ensure any claim You may make can be efficiently handled, We offer the following advice and information, which should also help to make Your trip claim and trouble free. This brochure contains various types and levels of cover from which You can choose. Please read the **COVER AND PREMIUM CHOICES**, on page 5 to ensure You are choosing the right cover for You, Your party and Your type of trip.

- **Complaints:** This Insurance Policy wording outlines how to make a complaint on Page 5 which advises You what steps You can take if You wish to make a complaint should You be dissatisfied.
- **Conditions and Exclusions:** There are conditions and exclusions which apply to individual sections of the policy and general conditions & exclusion & warranties that apply to the whole Insurance Policy. In each Section we set out what You are and You are not covered for.
- **“Cooling Off “ Period:** The Insurance Policy contains a “cooling off” period which allows You to return the Insurance Policy and Certificate **within 14 days** of the date of issue or prior to travel (whichever is sooner) and obtain a full refund if You have a justifiable reason to be dissatisfied with the cover provided.
- **Hazardous Activities:** You may want to try a new activity whilst away. This Insurance will only automatically cover You when You take part in certain specified hazardous activities subject to revised coverage as detailed on Page 4 Use Your common sense when choosing the provider of these activities – do they look safe and well run? Are they using proper safety equipment and using proper precautions? **No cover** for Standard policy.
- **Health:** The Insurance Policy wording contains conditions on Pages 5 & 6 relating to the health of the people travelling and/or other people upon whose well being the trip may depend. You must give Us full and accurate information, concerning any changes between buying. Your cover and going away. Failure to do so may mean that You are not covered. This is not a private health scheme.
- **Insurance Policy Limits:** Most sections of the Insurance Policy wording have limits on the amount Underwriters will pay under that section. Some sections also include inner limits such as a maximum for any one item or for Valuables in total.
- **Insurance Policy Wording:** This contains full details of the cover provided plus the conditions and exclusions which apply to it. You must read the Insurance Policy wording carefully.
- **Material Facts:** All the information You give us must be accurate. If it is not, we may be entitled to withdraw the cover or not pay a claim. If in doubt, ask us.
- **Policy Excesses:** Claims under most sections of the Insurance Policy will be subject to an excess of £50 (£60 Standard cover) for Section B, Medical Expenses is subject to an excess of £100 (Standard cover £150). Excess for Loss of Deposit is £20. Section E, Personal Liability and Section F, Legal Expenses are subject to an excess of £250. There is no excess for Section C; D(A); H; I; J; K and O. Where there is an excess, you will be responsible for paying the first part of a claim.
- **Policy Wording Booklet:** Take this brochure away with You and keep it in a safe place – it contains a lot of vital information.
- **Property Claims:** These are settled on an indemnity basis - NOT on a “new for old” or replacement cost basis.
- **Reasonable Care:** You are required to take reasonable care to protect Yourself and Your property and to act as though You are not insured.
- **Reciprocal Health Agreement:** Get Your Form EHIC for health treatment in the EU (from Your local Post Office) and its equivalent in Australia and New Zealand as detailed on Page 6.
- **Warranties:** are promises You make to Us about the accuracy of information You provide to Us and give Us the right to treat the Policy as void if they are inaccurate, untruthful or misleading. This does not in any way reduce Your obligation to deal with Us in good faith at all times

**SCHEDULE OF COVER**

Sect.	Summary of Cover	Standard Cover-Sum Insured	Deluxe Cover-Sum Insured	Annual Cover-Sum Insured
A	<b>Cancellation or Curtailment</b>	£750	£5,000	n/a
	<b>Timeshare Cancellation</b>	n/a	£5,000	n/a
B	<b>Medical Expenses &amp; Repatriation</b>	£ 2 million	£ 5 million	n/a
	<b>UK only</b>	£200	£1,000	
	Hospital Benefit	Max £200 - £10 per day	Max £1000 - £20 per day	
C	<b>Personal Accident :-</b>	£2,500	£2,500	n/a
	Death	£2,500	£2,500	
D	<b>Travel Delay</b>	Max £60 - £10 per12 hrs	Max £100 - £10 per12 hrs	n/a
			Max £5,000 After 24 hours	
D	<b>Holiday Abandonment</b>	Max £750 After 24 hrs delay	delay	n/a
D	<b>Missed Departure</b>	£500	£800	n/a
E	<b>Personal Liability</b>	£1 million	£2 million	n/a
F	<b>Legal Expenses</b>	n/a	£25,000	n/a
G	<b>Personal Possessions :-</b>	Total £400	Total £1,000	n/a
	Single limit	£150	£250	
	Valuable limit	£150	£250	
	Golf Equipment	n/a	£700	
	Delayed Baggage	After 12 hours - £50	After 12 hours - £100	
G	<b>Money &amp; Travel Documents :-</b>	Total £200	Total £200	n/a
	Cash limit	£100	£100	
H	<b>Disaster Recovery</b>	n/a	£500	n/a
I	<b>Mugging Benefit</b>	n/a	£500	n/a
J	<b>Hijack</b>	n/a	£500	n/a
K	<b>Withdrawal of Services</b>	n/a	£250	n/a
L	<b>Schedule Airline Failure</b>	n/a	£1,500	n/a
	(Optional) <b>Winter sports</b>			
	<b>Level 1 – Basic</b>			
M	Ski Equipment	n/a	£400	n/a
N	Ski Pack	n/a	£400	n/a
	<b>Level 2 – Advanced (incl Level 1)</b>			
O	Piste Closure	n/a	Max £300- £20 per day	n/a
P	Avalanche Closure	n/a	£150	n/a

**POLICY DEFINITION**

The following words or expressions carry the meaning shown below whenever they appear in bold print within this Policy Wording:

- **ADVANCED BOOKING** Any booking made at least 24 hours prior to the scheduled departure time from the UK as shown on Your ticket.
- **CLOSE RELATIVES** Spouse, Parent, stepparent, parent-in-law, grandparent, stepchild, grandchild, brother, sister, brother/sister-in-law, son, daughter, son/daughter-in-law or fiancé(e), Common Law Partner being the person living with You as if husband or wife, including same sex partner, for at least six consecutive months.
- **CURTAILMENT** Abandonment or cutting short of the planned trip by return to the UK after commencement of the Outward Journey and prior to the scheduled date of return.
- **CURTAILMENT CHARGES** The amount payable will be the unused proportion of Your irrecoverable pre-paid charges calculated from the date of Your return to the UK. All Curtailment claims will need authorisation from EURO-ALARM in advance.
- **EXCESS** The amount of money You will have to pay to contribute towards the cost of each claim per Insured Person under most section of the Policy.
- **GEOGRAPHICAL AREA** The area or country to which You are booked to travel and for which the appropriate premium has been paid, and will involve Your return to the UK within the booked trip period.
- **GOLF EQUIPMENT** Those articles which are usually carried or held in the course of participating in a game of golf but not including motorised trolleys, balls or tees.
- **HAZARDOUS ACTIVITY** (only applicable to Single trip for Deluxe cover). Any pursuit or activity where it is recognised there is an increased risk of serious injury or can be reasonably expected to aggravate any existing infirmity (please contact Us if You are in any doubt with full details of the activity for Our consideration).
- **HIJACK** The unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) in which You are travelling as a fare-paying passenger.
- **MANUAL WORK** This constitutes work of a physical nature using tools or machinery, lifting heavy objects or working from heights in excess of 3.5 metres.
- **MONEY** Personal money taken for private purposes comprising of coins, bank or currency notes, postal or money orders, travellers cheques, travel tickets, hotel or other redeemable trip vouchers, ski lift passes (if additional premium paid for winter sports cover), passports, green card, driving licences and phone cards.
- **MUGGING** The violent and threatening attack necessitating Your medical treatment.
- **NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM ACT** : "a Nuclear, Chemical, Biological Terrorism act" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this insurance. "Chemical" agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. "Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.
- **ONE WAY TRIP** The initial and/or first international Journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the Outward Journey from YOUR leaving home address in the UK, But with cover ceasing 24 hours after the time YOU first leave the immigration control of YOUR final destination country.
- **OUTWARD JOURNEY** The initial and/or first international Journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the Outward Journey from Your home address in the UK.
- **PARENT OR LEGAL GUARDIAN** Persons with parental responsibility, or legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or enactment of it.
- **PAIR OR SET** A number of items of personal possessions that belong together or can be used together.
- **PERIOD OF INSURANCE** Cancellation cover commences from the Date of Issue of the Insurance Policy and expires upon commencement of the Outward Journey other than as provided for under Section D(A)2 Cancellation. The remaining covers apply for the period of a **Single Trip** up to a maximum of 120 days. Trip duration includes the direct Outward Journey and ends upon completion of the direct Return Journey (one way trip- see policy definitions), but in any event does not exceed the period of cover for which the premium has been paid. Section G in respect of **Money** is operative

for a maximum period of 48 hours prior to the commencement of the Outward Journey, where collected for the purposes of the trip. All other sections are operative according to the Outward and Return Journey dates. Winter Sports cover is optional, on payment of the appropriate additional premium.

- **PERSONAL BELONGING(S)** Item(s) usually carried by a traveller in a holdall or luggage for a proposed trip.
- **PUBLIC TRANSPORT** The means of transport accessible to any member of the general public and which operates to a published timetable.
- **RESIDENCY** This Policy applies to persons resident in the UK for a minimum of 6 months and who are registered with a General Practitioner.
- **RETURN JOURNEY** The initial and/or first international Journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the Return Journey to Your home address in the UK.
- **SKI EQUIPMENT** Skis, bindings, ski sticks, ski boots, ski clothing and snowboards.
- **SPORTS EQUIPMENT** Those articles which are usually used, worn, carried or held in the course of participating in a recognised sport.
- **STRIKE OR INDUSTRIAL ACTION** Any form of Industrial Action taken by workers which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.
- **TERRORISM** An act of Terrorism means an act including but not limited to the use of force or violence, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) of government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- **TIMESHARE CANCELLATION CHARGES** The exchange fees You have paid or for which You are legally liable PLUS up to 5% of the original purchase price of the contracted timeshare week(s) owned by You which are unused and are not recoverable from any other source in the event that You are unable to proceed with Your travel arrangements.
- **TIMESHARE CURTAILMENT CLAIM COST** The pro rata proportion of the exchange fees You have paid PLUS the pro rata proportion of 5% of the original purchase price of contracted timeshare week(s) for the number of scheduled nights not spent overseas.
- **UK area** -United Kingdom of Great Britain and Northern Ireland, include Isle of Man or Scilly Isles.
- **VALUABLES** Jewellery, watches, gold or silver articles, binoculars, sunglasses, cameras, photographic and video equipment and associated equipment of any kind, computer hardware and software, games consoles (Playstation, Gameboy, Nintendo etc) accessories and games, personal organisers, televisions, portable audio equipment (DVD, CD, mini-disc, MP3 players, i-Pods etc) including all discs and tapes, musical instruments, furs and leather clothing.
- **WE/OUR/US** (for sections A-E, G-K, & M-P inclusive) Europäische Reiseversicherung AG, Munich, Germany (ETI) ETI are authorised and regulated by BAFIN (Bundesanstalt für Finanzdienstleistungsaufsicht, www.bafin.de) approved by the Financial Services Authority (FSA, www.fsa.gov.uk) to undertake insurance business in the UK; For Section F- DAS Legal Expenses Insurance Company Limited and for Section L- IGI Insurance Company Limited.
- **WITHDRAWAL OF SERVICES** The withdrawal of all water or electrical facilities in Your trip accommodation or waiter/waitress service at meals or of kitchen services of such a nature that no food is served or room cleaning services provided.
- **YOU/YOUR/YOUR PARTY** Any person named on the Insurance Policy who is eligible to be Insured and for whom the correct premium has been paid, resident in the **UK** area, and at commencement of the Period of Insurance being between 13 and 17 years of age.

## HAZARDOUS ACTIVITY LISTING

- Occasional participation in the following activities and sports, on a recreational, non-competitive and non-professional basis, can be covered (**List (B)** subject to additional premium) within the terms of the policy, subject to all recognised equipment and safety precautions being utilised. **No cover** for Standard policy.
- Certain activities may be subject to increased Medical Excess as indicated below or may have restrictions on the Personal Accident and/or Personal Liability cover during that activity.
- **Winter Sports are ONLY** covered upon payment of the appropriate additional premium within the wording of Section M, N, O, & P of the Terms & Conditions. Those activities that are in **bold** are also classed as winter sports and therefore subject to the winter sports additional premium. Please ensure you are covered sufficiently for your trip and any activities you may be participating in, as claims relating to such an activity will not be paid without the relevant additional premium being paid. Please contact your issuing agent if you require further cover for your trip.

**For all other Sports and/or Activities that are not included below and that may be deemed hazardous,** please contact Your Issuing Agent for authorisation to proceed, prior to participation.

### List (A) - Activity or Sport subject to £150 Medical Excess.

Abseiling*	Cricket	Go Carting	Rollerblading	Trekking/Hiking (up to 1500m)
<b>Alpine Skiing</b>	Cycling (Non-competitive)	<b>Ice Skating</b>	Rounders	Volleyball
Archery	<b>Curling</b>	Lacrosse	Rowing	Water Polo
Badminton	Deep Sea Fishing (non-competitive)	Marathon Running (amateur)	Sailing (Inland/Coastal)*	Water Skiing
Baseball	Dinghy Sailing	Mountain Biking	Skateboarding	Windsurfing
Basketball	Dry Skiing	<b>Nordic Skiing/Cross country</b>	Squash	
Canoe/Kayak (inland) excl. White water	Deep-Sea-Fishing	Orienteering	Surfing	
Clay Pigeon Shooting	Football	Pony Trekking	<b>Tobogganing</b>	

### List (B) – Activity or Sport subject to payment of an additional premium, £250 Medical Excess and some Sections excluded – see below.

American Football*	<b>Glacier Skiing</b>	<b>Ice Hockey</b>	Quad Biking*	<b>Ski Racing/(non-professional) *</b>
Bungee Jumping*	Gliding*	Jet Skiing*	<b>Reindeer / Husky Dog Ride*</b>	<b>Snowboarding</b>
Canoe/Kayak (coastal waters) – excl white water	Gymnastics	Kite surfing*	Rugby (Union/League) (UK organised tours only)	<b>Snowmobiling/Skidoo*</b>
Canyoning*	Helicopter trip (not skiing and must be licensed public service)	Motor-Cycling (max 125 cc)	Safari (pre-booked) (UK organised tours ONLY)	Street Hockey
Elephant and Camel rides*	High Diving (maximum height 10 meters)	<b>Off-Piste/skiing (Resort/Areas)</b>	Sand dune excursion (4x4 jeep)*	Swimming with Dolphins*
Fencing	Horse Riding*	Parascending (over water)*	Scuba Diving to 9m (PADI Award/Instruction or equivalent)*	Weight Lifting (Non- competitive)
Field Hockey	Hot Air Ballooning*	Polo	Show Jumping*	White water Rafting*

\*Excludes Personal Accident Benefit whilst participating in the activity

Please note that List (B) activities exclude Personal Liability & Legal Expenses cover unless otherwise agreed by Underwriters in writing.

## COVER AND PREMIUM CHOICES

- **Acts of Terrorism Cover** Acts of Terrorism Cover applies to section A - Cancellation and Curtailment, Section B - Medical and Other Expenses and Section G - Personal Possessions, Money & Travel Documents only. The consequences of either the threat or fear of Terrorism or a Nuclear, Chemical, Biological Act of Terrorism are not covered.
  - **Cruise Trips** - Cruising inclusive on Deluxe Cover No more than 30 days. Not available on Standard Cover.
  - **Eligibility Cover** is only available for the whole duration of the booked trip. Cover cannot be effected once the OUTWARD JOURNEY has commenced. To be eligible for this insurance you must be between the age of 13 years and 17 years at departure for a Single Trip cover.
  - **Excess** An excess (as stated in the Policy Summary) will be automatically deducted for each and every claim per person per Section where applicable.
  - **Excess Waiver** You can choose to pay an additional premium which deletes all excesses as stated in the Policy Summary where applicable.  
Note: Excess Waiver not applicable to Hazardous Activity (see Pages 4)
  - **Premiums for Single Trip** Valid if issued between 01 January 2010 and 31st December 2010 for departures up to 31 December 2011.
  - **Upgrades** This insurance contains different levels of cover, some of which do not apply unless YOU have paid the appropriate additional premium. Please read the wording and make sure the cover YOU buy reflects YOUR requirements. On payment of an additional premium when YOU buy YOUR travel insurance YOU may upgrade YOUR policy cover to include any of the following additional cover. Deluxe Cover – see Schedule of Cover on Page 3 ; Winter sports – Basic or Advanced – see Schedule of Cover on Page 3 ; Excess Waiver – see Cover and Premium Choices on Page 5; Hazardous Activities – see Hazardous Activity Listing on Page 4.
  - **Winter Sports** Please note that cover is available for Winter Sports activities, (winter sports are not covered under any section of the policy, unless you pay the additional premium to include this cover.) Including skiing, snow boarding and off-piste skiing (on recognised routes or with a qualified guide) and includes Piste Closure and Avalanche Cover on Deluxe.
  - **UK Residents Resident** in the UK for minimum of 6 months and who are registered with a General Practitioner.
  - **War Risks and Civil Hazards Areas** This policy does not cover any loss, claim or expense incurred whilst you are in any area regarded by Us as War Risks and Civil Hazards Areas\* or areas to which you have travelled against the advice of the Foreign and Commonwealth Office (FCO)\*.
- NB :\* Both these sites can be checked on [www.journeystravel.co.uk](http://www.journeystravel.co.uk)

## NOTIFICATION OF CLAIMS

### JOURNEYS CLAIMS

Axiom House - 4th Floor, The Centre, Feltham, Middlesex, TW13 4AU; Telephone: 0844 567 8698 Fax: 0844 567 8638. Journeys Travel Insurance handles claims on behalf of its Insurer Principal(s)

**For claims under Section L** – Schedule Air Lines Failure: Claims Department, IGI Insurance Company Limited, Market Square House, St James Street, Nottingham, NG1 6FG.

**For claims under Section F** – Legal Expenses: Claims Department, DAS Legal Expenses Insurances Company Limited. DAS House, Quayside, Temple Back, Bristol, BS1 6HN

## HOW TO COMPLAIN

Our aim is at all times to provide a first class service. However, there may be occasions when You feel that this objective has not been achieved. Should You have any complaint regarding this Insurance, please write to the Managing Director of **Journeys Travel Insurance**, who arranged the Policy for You.

If after taking this action You are still dissatisfied You may write to either:

**For claims regarding ALL Sections (excluding F & L)**, The Manager, ETI International Travel Protection (ETI), Albany House, 14 Bishopric, Horsham, West Sussex, RH12 1QN

**For claims regarding Section L** – Schedule Air Lines Failure: Claims Department, IGI Insurance Company Limited, Market Square House, St James Street, Nottingham, NG1 6FG

**For claims regarding Section F** – Legal Expenses: Managing Director, DAS Legal Expenses Insurance Co. Ltd, DAS House, Quayside, Temple Back, Bristol, BS1 6NH

**The Financial Ombudsman Service**, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Please note that the Financial Ombudsman will not consider Your complaint until You have first written to the Insurer and received their final decision.

## IMPORTANT MEDICAL CONDITIONS

**It is very important that you read and understand the following :**

1) **Unless** You have been given Our written agreement, we will not cover **PRE-EXISTING MEDICAL CONDITION(S)** (as defined below) directly or indirectly resulting from you or anyone in your travelling party or any non-travelling CLOSE RELATIVE or BUSINESS ASSOCIATE, on whose health your trip may depend, having ever suffered from, or been treated for, or diagnosed with, any of the following medical conditions before the issue of your policy:-

- a cardiovascular or heart related condition (heart attack, angina, chest pain, hypertension, and the like); or
- a lung or respiratory related condition (not including asthma, when it is controlled and you have no other medical condition); or
- a stroke, brain stroke or TIA (Transient Ischaemic Attack); or
- a psychological or psychiatric condition such as stress, anxiety, depression, dementia, eating disorder, malaise, fatigue (burn out syndrome); or
- an organ transplant or dialysis; or
- a terminal condition

2) You will not be covered for any claim arising from a medical condition of someone you were going to stay with, a relative, a business associate, a travelling companion, or anyone on whose health your trip may depend if you are aware of the medical condition at the time your policy was issued.

3) You will not be covered if you have a Medical condition that is ongoing; or from which you have suffered symptoms or required medical attention or treatment during the 24 months prior to the commencement of cover under this policy.

4) You will not be covered if you have a medical condition, if you are travelling against medical advice or for which medical advice should have been sought before commencing your journey.

5) You will not be covered if you know you will need medical treatment during your journey or you are travelling specifically to get medical treatment.

6) You will not be covered if you have a medical condition for which treatment is awaited as a hospital in-patient or have a medical condition that is under investigation when your policy was issued.

**If any of the applicable conditions applied**, You **must** tell us as soon as possible by contacting **Journeys Medical Screening** Helpline or log in to [www.journeysmedical.co.uk](http://www.journeysmedical.co.uk), so that we can do **assessment** of the medical information supplied. **If we agree** to cover your condition, our agreement will be advised in writing and a further term may apply.

For your own security and to register your call, you **MUST** obtain a Medical Screening **Endorsement number** to validate the Medical Screening upon completion. **Without** this your declaration shall not be valid.

Contact Journeys Travel Insurance - Medical Health Requirement Helpline during normal office hours, Monday to Friday, 09.00-17.30 and Saturday 09.30-16.30 **Tel: 0844 567 8648** or logging onto [www.journeysmedical.co.uk](http://www.journeysmedical.co.uk)

## IMPORTANT MEDICAL EXCLUSIONS

**We will NOT cover:**

- Where either **YOU** or a **CLOSE RELATIVE** are awaiting tests or treatment, or awaiting the results of tests or treatment, or have received a terminal prognosis.
- If **YOU** have any undiagnosed symptoms that may require treatment in the future (ie symptoms for which YOU are awaiting investigation/consultations, or awaiting results of investigations, and where the underlying cause has not been established)

In respect of all cover provided under SECTIONS A, B & C (Cancellation or Curtailment, Medical and Other Expenses and Personal Accident) we reserve the right:

1. At our discretion to require any person applying for cover to undergo Journeys Medical Screening
2. To vary the conditions or premium on which cover is offered.

**Change in Your Circumstances - after you have purchased this insurance**

If after taking this insurance **You** become aware of any circumstances that may give rise to a claim such as changes in your health or that of a person on whom this insurance may depend whether travelling or not (e.g. close relative as defined in the Policy Definition) **You** must contact us and tell us about the **changes** as soon as reasonably possible and prior to any trip.

**We** may in light of such changed circumstances be unable to continue with the Insurance cover under sections A; B; and C of this policy. If this is not acceptable to you, **we** will **refund your Insurance Premium** in order to allow you the opportunity to source Insurance Cover elsewhere or **we will cover the costs incurred** to date in respect of Loss of Deposit charges or Cancellation Charges.

**You** must contact us promptly regarding the change and are responsible for any costs incurred in obtaining any medical reports required by us. In the event that you fail to contact us within **7 days** of the date of your change of circumstances **You** will be responsible for any increased costs incurred as a result of the delay in cancelling your trip. **We** will only pay the costs that would have applied had you cancelled your trip **within 7 days** of the date of change of circumstance giving rise to the claim.

**For assistance if in any doubt, please contact Journeys Travel Insurance - Medical Screening Helpline.**

**Medical Treatment In All Countries**

**You** must immediately notify EURO-ALARM in the event of a Medical Emergency where **You** require Inpatient treatment, or if **Your** Outpatient costs exceed **£500**, or if **You** require to be repatriated or to Curtail **Your** trip. If **Your** treatment and expenses are **not authorised** by EURO-ALARM, **We** reserve the right not to pay **Your** claim.

**CALL EURO-ALARM 24 HOUR MEDICAL SERVICE ON: TEL NO. UK +44(0)144 44 54 577**

**Be prepared to give:** (a) Insurance Certificate number; (b) Name and address of issuing agent from whom it was purchased; (c) Dates of outward and return travel (d) Details of problem including name and address of patient and nature of illness/accident; (e) Names, telephone & fax numbers of hospital, attending qualified medical practitioner and usual GP **You must also obtain and keep receipts for all medical treatment**

EURO-ALARM are there to help **You** 24 hours a day 365 days a year. **Do not** try to find **Your** own solution - they will solve **Your** problem in the most efficient, suitable and practical way.

**Medical Treatment In Australia And New Zealand**

Should **You** require medical treatment in Australia please note the **reciprocal agreement** may apply under the Medicare system for UK Nationals. Please ensure that **You** have **Your** passport with **You** and if treatment is required, this should be produced. Inpatient and outpatient treatment at a Public Hospital is then available either free of charge (Australia) or at minimal costs (New Zealand). Should **You** be admitted to hospital then immediate contact **MUST** be made with EURO-ALARM and their authority obtained in respect of any treatment not available under the reciprocal agreement, before such treatment is provided.

**EHIC And The Reciprocal Health Agreement In EU Countries**

When travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland, wherever possible you must use medical facilities which entitle you to the benefits of any reciprocal health agreements, such as and its replacement, The European Health Insurance Card (EHIC). To take advantage of this you need to complete an application form, which can be obtained from your local Post Office or alternatively calling 0845 606 2030, (NHS BSA helpline) or online from [www.ehic.org.uk](http://www.ehic.org.uk).

**Claims Guarantee**

As an indication of Our confidence in the efficiency of Journeys Claims Department, We guarantee that if, having received **ALL** requested documentation at Our offices necessary to support **Your** claim, We do not assess and forward correspondence to **You** within 10 working days, **You** are entitled to a compensation payment of £10 from Journeys Claims Department, and a Further payment of £10 for each subsequent 10 working day period that **You** do not receive Our response (up to a maximum payment of £50 in total).

**What To Do If An Incident Happens And You Might Want To Make A Claim**

**Please follow the Conditions below, as We may not pay Your claim if You do not.**

Please complete a Claim Form and forward it together with all supporting claims documents to Journeys Claims Department at the address given on page 5 of this Policy wording.

- You** will advise Us of any occurrence which may give rise to a claim under this Policy in writing **within 31 days** of the date of the incident and shall supply to Us all such accounts, documents and items as We may reasonably require at **Your** expense.
- You** will give Us notice in writing immediately **You** or **Your** legal representatives have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any occurrence for which there may be liability under Section E of this Policy.
- You** must inform the Police of all loss or theft of property within 24 hours of discovery and obtain a copy of the Police report in support of any claim under Section G & M of this Policy.
- If personal possessions are lost or damaged whilst in the custody of the carrier (i.e. Airline, Railway, Shipping Company, Bus Company, etc), **You** must notify such carrier immediately and obtain a Property Irregularity Report. **You** must keep all receipts for the essential purchases that **You** make if **Your** property is temporarily lost by the carrier. Damaged items should be kept for inspection should this be required by Underwriters. **You** must obtain confirmation of the extent of the damage to **Your** property on **Your** return to the UK, and an estimate of the repair costs.
- You** must inform **Your** issuing agents in writing immediately **You** become aware of ANY change of circumstances indicating a need to Cancel **Your** trip in accordance with **Your** trip's Booking Conditions.

**CLAIMS – Our Rights**

- No admission, offer, promise, payment or indemnity will be made or given by **You** or on **Your** behalf without Our written consent.
- We will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name to Our own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim, and **You** will give all such information and assistance as We may require.
- On occasion, in case of illness or injury We may approach **Your** regular GP to obtain a medical report, and We may at Our own expense arrange for **You** to be medically examined as often as required, or in the event of death, arrange a post-mortem examination of **Your** body.
- You** will supply at **Your** own expense a Doctors certificate in the form required by Us in support of any claim under Sections A, B & C of this Policy, and also written confirmation from a retailer regarding extent of damage to items for claims under Sections G ; M & N.
- Any value of unused travel tickets or vouchers shall become the property of Underwriters in the event of a valid claim being made.
- We retain all rights of salvage and subrogation, which means that We will take over **Your** rights of recovery against the person responsible for the claim and seek a contribution from **Your** household or other insurers where dual cover exists, in accordance with the Association of British Insurers Agreement and Our legal rights.

**Conditions Applying To The Insurance**

**You MUST** validate this insurance by signing the Validation Procedure on the front cover of this Policy wording and confirming that **You** have read the Policy and especially the **Important Medical Conditions** on **Page 5** that affects this Insurance and agree to abide by all the terms, conditions, exclusions and limitations in the Policy.

**1. You** are not aware of any circumstances known at the time **You** purchased this Policy which could cause the Cancellation or Curtailment of **Your** trip.

**2. You** must at all times act in a reasonable manner to prevent or minimise a claim.

**3. You** will immediately advise Journeys Medical Screening on **0844 567 8648** of any change in **Your** state of health or that of any person whose health may affect **Your** travel arrangements which becomes apparent after the Date of Issue of **Your** Insurance and before the scheduled departure date of **Your** trip. We reserve the right to alter the terms of the insurance or withdraw ongoing cover, in the light of such changed circumstances which were not in existence at the time that **You** arranged **Your** Insurance.

We will, subject to the terms, conditions and exclusions of the Policy, cover **You** under Section A in respect of trip deposits or charges which **You** have necessarily incurred up to the date that **You** advise Us.

**Please see the Important Medical Conditions on Page 5 for full details.**

**4. FRAUD:** If **You** or any person on **Your** behalf makes a misrepresentation, tells an untruth or conceals information to obtain this Policy or to make a claim under it, the Policy will be void. In order to combat fraudulent claims, please note that certain aspects of **Your** personal details and the claim will be stored in Our computer system and may subsequently be transferred to a centralised system.

**5. Specific** Conditions apply to certain sections of this Policy.

**6. All claims** arising under this Insurance shall be governed by the Law of England whose Courts alone shall have jurisdiction in any dispute arising hereunder.

## General Exclusions Regarding All Sections Of The Policy

### We shall NOT be liable for:

1. Any claim by You or a Close Relative whilst suffering from any psychological or psychiatric disorder, anxiety, stress or depression.
2. Any claim by You or against You arising from or connected with any criminal or dishonest act committed by you whether in the UK or elsewhere.
3. Any costs which You would have had to pay even if the event giving rise to a claim had not happened.
4. Under Sections A, B, D E, F G, M, N, O, & P in respect of any claim where the event leading to the claim is insured by any other existing Policy or Policies, except in respect of any amount within the terms of this Policy but beyond that which is payable under such other Policy or Policies.
5. Any loss or expense whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurping power or an Act of Terrorism, but this exclusion shall not apply to losses under section A - Cancellation and Curtailment or section B - Medical and other Expenses Section G - Personal Possessions, Money & Travel Documents only unless such losses are caused by a Nuclear, Chemical, Biological Terrorism Act or the disturbances are in areas which are regarded by Us as War Risks and Civil Hazards Areas and/or in areas to which you are travelling against the advice of the Foreign and Commonwealth Office (FCO).
6. Any claim arising out of or increased by Your failure to follow any advice, or recommendations from the Foreign and Commonwealth Office and any advice against all or non-essential travel to a country or part of it.
7. Any losses that are not directly associated with the incident that caused you to claim.
8. Damage to, or loss or destruction of any property or any loss or expense whatsoever arising from, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
  - i. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
9. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. Any liability, however arising, in respect of goods or services supplied by medical service providers, EURO-ALARM, Underwriters or any person acting on their behalf.
11. Any claims occurring 24 hours after your arrival at the final ticketed destination for one-way trips.
12. For the purpose of obtaining medical treatment abroad or Your intentional self-injury, suicide or attempted suicide or willful exposure to needless risk in any circumstances (except whilst in the act of saving or attempting to save a human life), or being under the influence and/or effects of intoxicating liquor or alcohol, drug or drugs (unless prescribed by a Registered Medical Practitioner but not for drug addiction) or substance or solvent abuse, venereal disease or sexually transmitted disease.
13. Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
14. Claims arising directly or indirectly from Your willful, malicious or unlawful acts or any failure on Your part to take reasonable steps to look after and protect Yourself or Your property against accident, loss or damage as if You were not insured.
15. Claims not notified directly in writing to Us within 31 days of the expiry of this Insurance.
16. Losses occurring outside the Period of Insurance.
17. Claims arising directly or indirectly from bankruptcy or liquidation, including, but not limited to, that of any tour operator, travel agent, transportation company or accommodation supplier, For Section L; Schedule of Airline Failure is not applicable under the General exclusion but it is subject to the terms as shown on Section L.
18. Any claims, including any Winter Sports related claims, unless the appropriate premium has been paid.
19. Any claim which is subject to a specific exclusion in any Section of the Policy and/or any claim in respect of which there has been a breach of any condition in the Policy.

### Extension Of Cover

If You request any extension of the Period of Insurance after the commencement of travel You must advise Us of any circumstances which, at the time of the request, could reasonably be expected to cause a claim under this Policy.

## Section A - Cancellation & Curtailment Charge

### What each insured-person IS covered for:

All irrecoverable deposits and payments for unused travel and accommodation charges which You have paid or are contracted to pay before the trip departure date, for which You are necessarily required to Cancel or the Curtailment Charges if You Curtail (cut Your trip short).

### We will provide this cover in the following necessary circumstances:

1. Your death, accidental bodily injury or illness, that of a Close Relative, or friend with whom You have arranged to travel or stay, or a Business Associate, certified by the relevant General Practitioner.
2. You or any person with whom You have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness in a Court of Law during the Period of Insurance.
3. Your redundancy provided that You have been employed for 2 continuous years with the same employer at the time of being made redundant and at the time of purchasing this Insurance, You had no reason to believe that You would be made redundant.
4. You being unexpectedly required for emergency and unavoidable duty as a member of the armed forces including the Territorial Army and Reservists, police, fire, nursing, ambulance or coastguard services as certified by Your Senior Officer or Manager. This cover is subject to General Exclusion 5 and extends to holiday (or other additional cover purchased) cancellation or curtailment only.
5. Your private dwelling becoming uninhabitable following fire, storm or flood, or Your presence certified as being required by the Police following a burglary during the 48-hour period immediately prior to Your departure.
6. Reasonable additional travelling expenses incurred by You in returning to Your home address in the UK, where Your return is urgently necessitated by the death, serious illness or severe injury of Your Close Relative or a Business Associate, and the Curtailment is authorised by EURO-ALARM subject to the **Important Medical Conditions requirements on Page 5**. If a trip is Curtailed through Your accident or illness, a doctor at the resort or nearest town must confirm that such Curtailment is medically necessary and is agreed by EURO ALARM.
7. Timeshare coverage applies on Deluxe and Annual Cover only. Provided the property remains unoccupied, We will pay the Timeshare Cancellation Charges or the Timeshare Curtailment Costs which are not recoverable from any other source, if it becomes necessary for You to Cancel or Curtail Your trip to or from the timeshare accommodation.
8. Your pregnancy, where confirmation of Your pregnancy by a hospital or registered Medical Practitioner is announced to You after you have effected the travel insurance and after You have booked the Insured Journey, provided You immediately (within seven days) cancel your trip.

### What each insured-person IS NOT covered for:

1. Any expense due to You not wanting to travel or continue with Your trip or loss of enjoyment of Your trip.
2. Any expenses or losses arising from You not having the correct travel documents, passport, visa, inoculation certificate or any other document necessary for Your travel.
3. Any personal financial circumstances causing You to no longer be able or wish to travel.
4. Any expense arising from circumstances which could reasonably have been anticipated at the time You booked Your trip on the date the Insurance Policy was issued.
5. Any additional costs incurred as a result of Your failure to notify a Tour Operator, Travel Agent or conference organiser or provider of transport or accommodation immediately You are aware of the need to Cancel or Curtail the travel arrangements booked.
6. Government regulations (other than in respect of compulsory quarantine) or currency restriction or act, or omission or default of provider of transport or accommodation or of an Agent through whom the travel arrangements were made.
7. Any Excess shown in the Policy Summary (page 2)
8. Anything excluded by the General Exclusion or any breach of the Conditions.
9. Any costs arising from your normal pregnancy, without any accompany Bodily injury, Illness, disease or complication.

## Section B - Medical & Other Expenses

This section covers **You** for essential emergency medical treatment if You fall ill or are injured in an accident abroad, or, if medically appropriate, for You to be brought back to the UK for medical treatment. It is not a private health insurance scheme.

**ALL INPATIENT COSTS UNDER THIS SECTION MUST BE AUTHORISED BY EURO-ALARM**

**What each insured-person IS covered for:**

If You are injured or suffer illness We will pay You or the medical provider concerned up to the amount stated in the Schedule of Cover for the following expenses:

1. Emergency Medical expenses including hospital charges, in-patient treatment authorised by EUROALARM and ambulance charges for conveyance to hospital.
2. Dental treatment is included only for the alleviation of sudden pain and does not apply to the provision of dentures, artificial teeth or work involving the use of precious material or any permanent fixtures and is limited to £200 in all.
3. Reasonable and necessary additional travelling expenses in returning to Your home address in the UK and reasonable and necessary additional accommodation expenses, of similar cost to the pre-booked accommodation, beyond the number of days booked subject to agreement by EURO-ALARM. (Maximum UK Sum Insured - see Schedule of Cover.)
4. The accommodation (room only) and reasonable travel expenses of one relative or friend (not necessarily an insured person) who is required to travel to or remain with or escort the Insured Person, subject to medical necessity and authorised by EURO-ALARM (Maximum Sum Insured £1,000.)
5. A Hospital Benefit for the patient per complete 24 hours that You are an in-patient in hospital (see Schedule of Cover for benefit amount).
6. Your emergency repatriation in respect of the cost of return to the UK, where such return is certified as medically necessary and authorised and arranged by EURO-ALARM.
7. The cost of returning Your body or ashes to Your home address in the UK.
8. The cost of Your burial abroad in the country where death occurs, up to £2,000.

**What each insured-person IS NOT covered for:**

1. Any expenses which You incur in Your normal country of residence (other than 3 and 4 above for UK trips only).
2. Any in-patient or additional travelling expenses or single/private room accommodation or for the services of a chiropractor, chiropodist or osteopath or for non-medical costs, not specifically authorised by EUROALARM.
3. Any expense which You incur more than 12 months after the occurrence of the injury or illness to which the claim refers.
4. Any form of cosmetic surgery or any expense which is not usual, reasonable or medically necessary for the medical services and/or the supply thereof.
5. Any expense for non-essential or ongoing treatment, or regular continuous treatment or costs, or where treatment can be reasonably delayed until Your return to the UK.
6. Any form of cardiac or organ transplant surgery unless authorised by EURO-ALARM in advance of being performed.
7. Treatment for tropical diseases if You have not had the recommended or compulsory inoculations.
8. Any costs incurred after both the EURO-ALARM doctor and the treating doctor consider You to be medically fit to return to the UK.
9. Provision of false limbs, wheelchairs, hearing aids, dentures or dental fixtures.
10. The cost of any elective treatment or surgery including exploratory tests, which are not directly related to the illness or injury which necessitated Your admittance to hospital.
11. Any expense which is covered by any reciprocal agreement, whether utilised or not.
12. The cost of treatment for pregnancy or childbirth incurred within 12 weeks of the expected date of delivery.
13. Any excess shown in the Policy Summary .
14. Any costs arising from your normal pregnancy, without any accompany Bodily injury, illness, disease or complication. This section provides cover for childbirth if the expected date of delivery is less than 12 weeks after the end of your trip.
15. Anything excluded by the General Exclusions or any breach of the Condition.

## Section C - Personal Accident

Please note that ALL benefits detailed below in relation to Your age, are based on Your age at the date of departure of Your Outward Journey.

**What each insured-person IS covered for:**

If You sustain bodily injury caused solely by accidental violent external and visible means and such bodily injury solely and directly results within 12 months in Your death or disablement, We will pay the amounts detailed in the Schedule of Cover relevant to the type of cover purchased, to You or Your legal representative in accordance with the following items:

1. Death.
2. Permanent Loss by physical severance of hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes.
3. Permanent Total Disablement - Your permanent and absolute inability to work in any gainful capacity that lasts 12 months and at the end of that period is without hope of improvement as certified by a medical specialist appointed by Us.

Please note that: If You are under 18 years of age the benefit under 1. above is limited to £2,500.

**What each insured-person IS NOT covered for:**

1. Benefit payable under more than one of the items 1, 2 or 3 and on payment of a claim under any one of these items, all liability under this Section will cease insofar as **You** are concerned.
2. Pregnancy
3. Anything excluded by the General Exclusions or any breach of the Conditions.

### GENERAL EXCEPTIONS - SECTION A, B & C

**What each insured-person IS NOT covered for:**

- 1 Any claim where the Insured person(s) do not comply exactly with the Important Medical Conditions that is applicable to this Policy, as stated on Page 5 of this policy wording
2. Trip arrangements made or undertaken where the Insured Person or Close Relative:
  - (a) is awaiting tests or treatment or awaiting the results of tests or treatment, or
  - (b) has received a terminal prognosis, or
  - (c) is travelling for the purpose of obtaining medical treatment abroad or whilst travelling against advice of a Registered Medical Practitioner in relation to the diagnosis or instability of any medical condition
3. Driving or being a passenger of a motorcycle, motor scooter or mechanically assisted cycle exceeding 125cc in engine capacity during the period of the trip.
4. You engaging in Manual Work during the period of the trip, or any Hazardous Activity not listed on Page 4, unless agreed and endorsed by Us.
5. Failure of a provider to supply any part of a booked trip.
6. Anything excluded by the General Exclusions or any breach of the Conditions.

## Section D - (A) Travel Delay & (B) Missed Departure

**What each insured-person IS covered for:**

### (A). Travel Delay

If as a direct result of a strike, adverse weather conditions or the mechanical breakdown of the Public Transport, which has been the subject of Advance Booking by You, occurring after the date of commencement of cover and resulting in the international arrival time of the Outward/Return Journey taking place more than a set number of hours (See Schedule of Cover) after the arrival time appearing on Your ticket or booking invoice, then We will pay You as shown below:

1. **Delay Benefit (A)** set payment dependent on the number of hours delayed- See Schedule of Cover.
2. **Cancellation** If You elect to Cancel the trip prior to the commencement of the Outward Journey after a delay exceeding 24 hours We will pay You in respect of irrecoverable travel or accommodation deposits or charges paid or contracted to be paid under Section A.

### (B). Missed Departure:

If You miss Your booked departure due to the vehicle in which You are travelling having an accident or breaking down, or being delayed by exceptional and unforeseeable traffic conditions or if the public transport You use does not run to its timetable whilst You are on Your direct Journey to the point of international departure immediately prior to commencement of the Outward Journey from the UK, or commencement of the Return Journey to the UK, We will pay You up to the limit stated in the Schedule of Cover for reasonable additional travel charges which You have to pay to get to Your journey destination or back to the UK.

**Provided that:**

1. Any payment We make in respect of D(A)1. above will be deducted from any subsequent payment made under D(A)2.
2. In respect of D(A) above You must check in according to the itinerary provided by the Tour Operator or carrier, and obtain written confirmation of the delay from such Tour Operator or carrier.
3. You must produce independent evidence from a relevant official authority in writing to support any claim.
4. Our limit of liability under D(A)2 will not exceed the amount stated in the Schedule of Cover for Section A.
5. In respect of D(B) above You must take all reasonable steps to arrive at the departure point at or before the recommended time and take reasonable account of traffic conditions to ensure You arrive on time.
6. Any car being used has been maintained to a satisfactory standard.

**What each insured-person IS NOT covered for:**

1. Any claim caused by a strike or other circumstances if it had started or been announced before You purchased this Insurance.
2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in and country.
3. Any Excess detailed in the Policy Summary for D (B) alone.
4. Anything excluded by the General Exclusion or any breach of the conditions.

**Section E – Personal Liability****What each insured-person IS covered for:**

All sums up to the amount stated in the Schedule of Cover for which You are legally liable in a personal capacity to pay in respect of accidents happening during the Period of Insurance resulting in :

1. The death or bodily injury to any person not being a member of your family or travelling party.
2. Damage to property : (a) Not belonging to You or (b) In the charge of or under the control of You or a member of your family or travelling party

The cover provided by this Section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date (if any) on which We paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence, and also the costs and expenses incurred by You with Our written consent. In the event of Your death Your personal representative will receive the benefit of the cover granted by this Section.

Condition: You must immediately send Us any form of writ, summons, letter of claim or other legal document You receive in respect of any claim against You

**What each insured-person IS NOT covered for:****Claims arising:**

1. Directly or indirectly out of the ownership, possession or use of any motor vehicle or any mechanically or electrically propelled aircrafts, vehicles, caravans, trailers, watercraft other than manually propelled craft.

Please note: that if **You** hire a car or motorcycle whilst on **Your** trip **You** must ensure **You** obtain proper cover through the hire company, as this is not covered under this Policy.

2. From damage or injury caused by an animal(s) belonging to or in Your care or Your custody or control.
3. Directly or indirectly out of or incidental to Your Business, trade or profession.
4. Out of actions between persons on the same Policy or a direct travelling companion.
5. Directly or indirectly out of Your ownership or use of any land or buildings.
6. Out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract.
7. From any willful, malicious or unlawful act or the possession or use of any firearms or other offensive weapon.
8. Any incident where liability is admitted by You without Our prior consent.
9. Any Excess shown in the Policy Summary.
10. Anything excluded by the General Exclusions or any breach of the Conditions.

**Section F - Legal Expenses (See Schedule of Cover – Subject to correct premium paid)**

This part of the Policy sets out the cover we provide in total, per Insured Journey to an Insured Person in relation to Costs and Expenses. DAS Legal Expenses Insurance Company Limited manages and controls all claims under this section.

Definitions applicable to this section.

Representative the lawyer or other suitably qualified person, who has been appointed by us to act for the insured person in accordance with the terms of this section.

Costs and Expenses

- a) Legal Costs – all reasonable and necessary costs chargeable by the representative on a standard basis.
- b) Opponents' costs – we will also pay the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.

Date of occurrence – the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.

**WHAT IS COVERED**

We agree to provide the insurance in this section, as long as:

- 1) a) The date of occurrence of the insured incident is during the period of insurance; and  
b) Any legal proceedings will be dealt with by a court, or other body which we agree to; and  
c) For civil claims, it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence.
- 2) For all insured incidents, we will help in appealing or defending an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.
- 3) We will only pay the legal costs charged by a representative appointed by us.
- 4) The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000. If the aggregate limit is reached this amount will be allocated in proportion to our liability to each insured person

**Insured Incident – Bodily Injury**

We will pay reasonable costs and expenses to pursue an insured person's legal rights in a claim against a party who causes the death of, or bodily injury to, the insured person occurring outside the United Kingdom and the Channel Islands, to recover damages or compensation.

**WHAT IS NOT COVERED UNDER BODILY INJURY**

A claim relating to:

- 1) Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
- 2) Defending an insured person's legal rights, but defending a counterclaim is covered.

**WHAT IS NOT COVERED BY THIS SECTION**

- 1) A claim reported to us more than 180 days after the insured person should have known about the insured incident;
- 2) An incident or matter arising before the start of this section;
- 3) Costs and expenses incurred before our written acceptance of a claim;
- 4) Fines, penalties, compensation or damages which an insured person is ordered to pay by a court or other authority;
- 5) A legal action that an insured person takes which we or the representative have not agreed to, or where an insured person does anything that hinders us or the representative.
- 6) A claim relating to written or verbal remarks which damage an insured person's reputation;
- 7) A dispute with us or Oval Group or Firebond not otherwise dealt with under Condition 6;
- 8) An application for judicial review;
- 9) Any costs and expenses that are incurred where we agree a contingency fee arrangement with the representative;
- 10) Any claim against us, our agent, tour operator or travel agent.

**Conditions which apply to Section F**

- 1) a) We can take over and conduct in the name of an insured person, any claim or legal proceeding at any time. We can negotiate any claim on behalf of an insured person.
  - b) The insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:
    - i) We agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
    - ii) There is a conflict of interest.
- We may choose not to accept the insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.
- c) In all circumstance except those in 1 b) previously, we are free to choose a representative.
  - d) Any representative will be appointed by us to represent an insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
  - e) We will have direct contact with the representative.
  - f) An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.
  - g) An insured person must give the representative any instructions that we require.
- 2) a) An insured person must tell us if anyone offers to settle a claim.
  - b) If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
  - c) We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 3) a) An insured person must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this.
  - b) An insured person must take every step to recover costs and expenses that we have to pay, and must pay us any costs and expenses that are recovered.
- 4) If the representative refuses to continue acting for an insured person or if an insured person dismisses the representative, the cover we provide will end at once, unless we agree to appoint another representative.
  - 5) If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim any costs and expenses we have paid.
  - 6) If we and an insured person disagree about the choice of representative, or about the handling of a claim, we and the insured person can choose another suitable qualified person to decide the matter. We and the insured person must both agree to the choice of this person in writing. Failing this, we will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
  - 7) We may, at our discretion, require the insured person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the insured person and us, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, we will pay the cost of obtaining the opinion.
  - 8) We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

**Section G - Personal Possessions, Money & Travel Documents**

**Note** - This is NOT a "New for Old" replacement Policy. We will pay up to the limit shown on the Schedule of Cover based on the intrinsic value of the goods at the time of the loss for the following:

**What each insured person IS covered for:**

1. After making a deduction for wear, tear and loss of value, We will pay for the loss, theft of or damage to property owned by You.
2. If Your baggage is delayed or lost in the Outward Journey for more than 12 hours, We will pay up to £50 (Standard cover - up to £25) for 1st 12 hours with a maximum limit stated in the Schedule of Cover for You to buy essential items. You must get written confirmation of the length of the delay and keep all receipts for items purchased. We will deduct any payment We make for delayed baggage from the amount of any claim if the baggage is permanently lost.
3. If your Valuables are lost, stolen or damaged whilst in the custody of the carrier, providing they have been placed in your checked-in baggage at the insistence of the carrier as a security measure and this is confirmed in writing by them, We will pay up to the amount stated in the Schedule of Cover for Valuables.
4. Loss or theft of cash, travellers cheques, if You can give Us evidence that You owned them, and evidence of their value (for persons under 18 years the limit on the loss of cash is reduced see Schedule of Cover).
5. Replacement of passport, visa(s), travel coupons, travel tickets or green cards if lost or stolen.
6. Golf Equipment (subject to appropriate premium paid) is covered up to £700 in total (single item limit still applies). If You are temporarily deprived of Your Golf Equipment on the Outward Journey for more than 24 hours from the time of arrival due to the delay or misdirection of delivery We will pay £20 for each complete 24 hours delay up to a maximum of £200 towards the hire of alternative Golf Equipment.

**What each insured-person IS NOT covered for:**

1. Any claim where We believe that You have not acted as if uninsured and not exercised proper and reasonable diligence in ensuring the safety and security of Your Personal Belongings, Baggage and Money.
2. Any item loaned or hired to You or given to You for custody or safe keeping.
3. More than the amount stated in the Schedule of Cover for Valuables, whether jointly owned or not or any single article, pair or set of any kind, whether jointly owned or not.
4. More than £150 for prescription spectacles and contact lenses, corneal lenses and £100 for sunglasses, subject to Single Article Limits stated in the Schedule of Cover.
5. More than the Single Item Limit stated in the Schedule of Cover for any quantity of cigarettes, alcohol and/or tobacco or any combination of them.
6. Claims for damaged items where You do not keep the items, thus preventing Us from inspecting the items if so required.
7. Loss or theft or damage to dentures, hearing aids, mobile telephones, and equipment samples or merchandise or property used in connection with Your Business or trade, entrance or admission tickets or documents of any kind, vehicles or accessories, pedal cycles, sculptures or antiques. Musical instruments whilst in the custody of any person other than You, pictures or paintings, Sports Equipment whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards, surf boards, caravan awnings.
8. Damage to or breakage of glass or bottles and the consequences thereof or to china, perishable goods or other articles of a brittle or fragile nature.
9. The electrical or mechanical breakdown of any insured item.
10. Loss or damage arising from wear and tear, depreciation or deterioration, any process of cleaning, repairing or restoring, atmospheric or climatic conditions, moth or vermin, electrical or mechanical breakdown or derangement, or by leakage of powder or fluid from containers carried in Your baggage.
11. Loss or damage to property shipped as freight or sent by post.
12. Loss or damage to loaned or rented property or items.
13. Loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
14. Loss or theft unless You have reported the loss or theft to the nearest Police authority within 24 hours of discovery and have obtained a written Police report.
15. Loss or damage of property whilst in the custody of the carrier such as an airline unless You report matter to them and obtain a Property Irregularity Report.
16. Loss or theft of property from an unattended motor vehicle, unless the items are **Non Valuable** and are stored in a locked boot or glove compartment and the loss or theft is confirmed by a police report, hire car company or motor insurers report, where relevant and the loss or theft occurs the hours of 9.00am and 9.00pm only.
17. Theft of or damage to property left unattended other than as stated in 16 above or unless in Your securely locked trip accommodation AND there is evidence of forced entry verified by a Police report.
18. Loss or theft or damage to Valuables whilst in a suitcase, holdall, bag or similar receptacle outside Your immediate control unless it is held in a safety deposit box or safe, or is at the insistence of the carrier and confirmed in writing by them.
19. Loss or theft of Cash which is not carried on Your person (unless it is held in a safety deposit box or safe).
20. Loss or theft of travellers cheques if You have failed to comply with any conditions or requirements imposed by the issuer or where the issuer provides a replacement service.
21. Claims for property more specifically insured elsewhere.
22. Claims for loss of or damage to jewellery whilst at or in a water activity area (considered to be the sea, beach, swimming pool or waterpark) other than wedding rings.
23. Shortages on Money due to error or omission or fluctuation in exchange rates.
24. Telephone calls and/or travelling costs other than those necessarily incurred in obtaining a replacement passport.
25. Any losses for item(s) exceeding the value of £75 the purchase price of which cannot be substantiated.
26. Any claim for household goods or home contents, not considered by Us to be a Personal belonging (see Page 5 Policy Definitions).
27. Any excess as stated in the Policy Summary.

28. Anything excluded by the General Exclusions or any breach of the Conditions.

29. Samples, merchandise or property used in connection with your business or trade, entrance or admission tickets or documents of any kind.

## Section H - Disaster Recovery

(See Schedule of Cover - Subject to correct premium paid)

### What each insured-person IS covered for:

Up to the limit stated in the Schedule of Cover should You be forced to move from Your pre-booked and pre-paid accommodation as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic which is confirmed in writing by local or national authority, for irrecoverable travel or accommodation costs necessarily incurred to continue with Your trip, or if the trip cannot be continued, for Your return to the UK.

### What each insured-person IS NOT covered for:

1. Any expenses following Your disinclination to travel or continue with Your trip when official directives from local or national authority state it is acceptable to do so.
2. Any costs or expenses payable by or recoverable from the Tour Operator, airline, hotel or other providers of services.
3. Anything excluded by the General Exclusions or any breach of the Conditions.

## Section I - Mugging Benefit

(See Schedule of Cover - Subject to correct premium paid)

### What each insured-person IS covered for:

If You sustain actual bodily injury as a result of a Mugging attack during the Period of Insurance resulting in medical treatment necessitating inpatient admission to an overseas hospital, We will pay You a benefit of £50 per complete 24 hours You are hospitalised up to a maximum stated in the Schedule of Cover, subject to the incident being reported to the Police within 24 hours and a Police report being obtained.

### What each insured-person IS NOT covered for:

1. This benefit if a claim has been made under Section B.5.
2. Any claim arising from You being under the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner) or substance or solvent abuse.
3. Your intentional self-injury or Your willful exposure or Your deliberate or negligent acts.
4. Anything excluded by the General Exclusions or any breach of the Conditions.

## Section J - Hijack

(See Schedule of Cover - Subject to correct premium paid)

### What each insured-person IS covered for:

If You are prevented from reaching Your scheduled destination(s) as a result of Hijack of the aircraft or ship in which You are travelling, We will pay You £50 for the first full 24 hours of delay and £50 for each subsequent full 24 hours up to the maximum stated in the Schedule of Cover.

Provided that:

1. Compensation is payable only if no claim is made under Section A.
2. You must produce a report from the relevant official authority.
3. Subject to General Exclusion 6 Page 7, None of the other General Exclusions or any breach of the Conditions excludes or invalidates the claim.

## Section K - Withdrawal Of Service

(See Schedule of Cover - Subject to correct premium paid)

### What each insured-person IS covered for:

A payment of £15 per complete 24 hours if You suffer Withdrawal of Service continuously for at least 60 hours during Your trip up to the maximum stated in the Schedule of Cover.

### What each insured-person IS NOT covered for:

#### No benefit is payable:

1. Where cover commences within 4 weeks of the departure date of Your trip.
2. or a strike or industrial action existing on the date of the Insurance was purchased.
3. For withdrawn services which were not part of Your pre-paid package deal.
4. Unless supported by written confirmation from the Tour Operator or hotel to substantiate Your claim.
5. If anything in the claim is excluded by the General Exclusions or any breach of the Conditions.

## Section L - SCHEDULE AIRLINE FAILURE

(See Schedule of Cover - Subject to correct premium paid)

This cover is provided by IGI Insurance Company Limited, Market Square House, St James Street, Nottingham, NG1 6FG.

### What each insured-person IS covered for:

1. The cost relating to Scheduled air flights necessarily and unavoidably cancelled prior to the departure of the Insured Person from the United Kingdom or their country of domicile due to bankruptcy/liquidation of any Scheduled Airline as defined below on which the booked trip depends in respect of deposits or charges paid in advance by the Insured Person. OR
2. The costs relating to Scheduled Air flights in the event of curtailment due to bankruptcy/liquidation as set out in 1 above whilst the Insured Person is on the booked holiday/trip, those costs being of a similar standard to the originally booked flights.

### What each insured-person IS NOT covered for:

1. Claims arising directly or indirectly from existing or publicly declared financial failure or collapse of a Scheduled Airline on or before the date the trip is booked.
2. Claims relating to airlines in Chapter 11 Bankruptcy.
3. Any loss, injury, damage, illness, death or legal liability arising directly or indirectly from or consisting of the following: The failure or fear of failure or inability of any equipment or any computer program, whether or not you own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
4. Cover under this section is only applicable in respect of the cost relating to Scheduled Air flights (excluding all pre-booked tours).
5. Cover does not apply in respect of chartered flights.
6. Cover does not apply if a Scheduled Airline is taken over or forms part of a merger by another airline.

## WINTER SPORTS COVER (optional) Section M - Ski Equipment

(Optional Extra Cover - Subject to correct premium paid)

1. Loss or theft of or damage to Ski Equipment belonging to You up to the amount stated in the Schedule of Cover, (no single article or set of articles being insured for more than £150), subject to You keeping Your damaged equipment for Our inspection following Your return to the UK.
  2. If You are temporarily deprived of Your Ski Equipment on the Outward Journey for a period for more than 12 hours from the time of arrival at the trip destination due to delay or misdirection in delivery, We will pay £10 for each complete 12 hours delay up to a maximum of £100 for the hire of alternative equipment. You must keep all hire receipts, tags and baggage labels and in the event of delay or misdirection in delivery of Your Ski Equipment and You must obtain a Property Irregularity Report from Your airline or other carrier confirming the length of delay.
  3. If You are deprived of Your own Ski Equipment following loss or theft of or damage, We will pay for the necessary hire of replacement Ski Equipment up to the amount stated in the Schedule of Cover.
- Please note that We calculate how much We pay You for Your own Ski Equipment based on a depreciation-in-value rate of 20% per year.

## Section N - Ski Pack

(Optional Extra Cover - Subject to correct premium paid)

### What each insured-person IS covered for:

1. We will pay You up to the amount stated in the Schedule of Cover for the proportional amounts of irrecoverable pre-paid charges You have paid or contracted to pay before the trip departure date for Ski Equipment hire, lift passes and ski school costs, and cannot recover, if during the period of Your trip You are prevented from skiing for more than 48 hours following Your bodily injury or illness sustained during the period of Your trip. You must submit to Us a medical certificate from a qualified Medical Practitioner in the resort area in support of Your claim.

**EXCLUSIONS APPLYING TO SECTIONS M & N****What each insured-person IS NOT covered for:**

1. Any Claim where We feel that You have not acted as if uninsured and exercised proper and reasonable diligence in ensuring the safety and security of Your Ski Equipment or hired Ski Equipment.
2. Claims for damaged Ski Equipment where You do not keep the items, so that they can be sent to Us at Your expense.
3. Loss or theft unless You have reported the loss or theft to the nearest Police authority within 24 hours of discovery and have obtained a written Police report.
4. Loss or damage to Ski Equipment whilst in the custody of the carrier such as an airline unless You report the matter to them and obtain a Property Irregularity Report.
5. Loss or theft of Ski Equipment from an unattended motor vehicle unless from a locked boot or Ski storage holder or glove compartment and occurs between the hours of 9 a.m and 9 p.m.
6. Theft of property left unattended other than whilst in Your securely locked trip accommodation AND there is evidence of forced entry verified by a Police report or from a secure area designated for the storage of Ski Equipment.
7. Any excess as stated in the Schedule of Cover.
8. Anything excluded by the General Exclusions or any breach of the Conditions.

**Section O - Piste Closure**

(Optional Extra Cover - Subject to correct premium paid)

**What each insured-person IS covered for:**

1. In the event of adverse snow conditions which result in total closure of all skiing facilities in Your resort We will pay You up to £20 per day to pay for transportation costs to the nearest available resort where there are adequate snow conditions OR compensation of £20 per day in the event there is no suitable alternative resort, up to the maximum shown in the Schedule of Cover. You MUST obtain a written report confirming the piste closure from the resort authorities.

**What each insured-person IS NOT covered for:**

1. No benefit is payable if You are able to obtain compensation from any other source.
2. Any payment for Piste Closure outside the period 14 December to 14 April in any Period of Insurance.
3. Compensation if the resort area booked by You does not have any skiing facilities above 1600 metres.
4. Anything excluded by the General Exclusions or any breach of the Conditions.

**Section P - Avalanche Cover**

(Optional Extra Cover - subject to correct premium paid)

**What each insured-person IS covered for:**

Up to £150 for reasonable additional travel and accommodation expenses (room only) if Your Outward or Return Journey is delayed beyond the scheduled arrival time, as a direct result of an avalanche and this causes You to miss Your booked flight, train or sea crossing.

**What each insured person IS NOT covered for:**

1. Compensation which You can get from the company providing accommodation, Your tour operator or anywhere else.
2. Compensation unless You get a letter from the relevant authority or Your tour operator confirming the event.
3. Anything excluded by the General Exclusions or any breach of the Conditions.

**GENERAL ENQUIRIES**

For general enquiries regarding this Policy please telephone or write to:-

**INSUREMORE.co.uk**

Axiom House - 4th Floor, The Centre, Feltham, Middlesex, TW13 4AU; Telephone 0844 567 5028 • Fax 0844 567 8238 • Web: [www.insuremore.co.uk](http://www.insuremore.co.uk)

**MEDICAL SCREENING** : Journeys Medical Screening : 0844 567 8648 (Mon – Fri 09:00 – 17:30 and Sat 09:30 – 16:30)

Journeys Online Medical Screening: [www.journeysmedical.co.uk](http://www.journeysmedical.co.uk)

**CLAIMS ENQUIRES** All claim enquiries: JOURNEYS CLAIMS ;

Axiom House - 4th Floor, The Centre, Feltham, Middlesex, TW13 4AU; Telephone 0844 567 8698 • Fax 0844 567 8638 • Journeys Online Claims: [www.journeysclaims.co.uk](http://www.journeysclaims.co.uk)

**CLAIMS ENQUIRES FOR LEGAL EXPENSES**

Any occurrence applicable to Section F Legal Expenses which may give rise to a claim should be advised within 14 days to: DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol, BS1 6HN

**CLAIMS ENQUIRES FOR SCHEDULED AIRLINE FAILURE**

Any occurrence applicable to Section L Scheduled Airline Failure which may give rise to a claim should be advised within 14 days to: IGI Insurance Company Limited, Market Square House, St James Street, Nottingham, NG1 6FG

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PKC Associates Ltd t/a INSUREMORE is authorised and regulated by the Financial Services Authority (Ref. 312339)