

ibex
INSURANCE



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Travel Insurance

INTRODUCTION

Thank **you** for purchasing **your** Travel policy. This policy wording, including any **policy documentation** issued by Ibex Insurance Services Limited, forms a contract of insurance between the underwriters, PTI Insurance Company Limited and those people specified on **your policy documentation**. This contract is only valid when **you** have valid **policy documentation** and have paid the appropriate premium.

Please read the following, which should assist **you** in achieving a trouble-free and enjoyable trip. If **you** have any query whatsoever please contact **your** intermediary or our Customer Services staff, who will be happy to assist. Tel: +350 20077822.

1. Read the terms and conditions stated in **your policy documentation**. Contact either **your** intermediary or the Ibex Customer Services staff if the cover provided is inadequate for **your** needs.
2. **You** may have a right to cancel the cover up to 14 days from the date **you** receive **your policy documentation**. If **you** have such a Cancellation Right we will confirm this to **you** on **your** policy schedule. **You** must return **your policy documentation** to Ibex, either direct or via **your** intermediary, to activate this right.
3. **You** have an obligation to notify **us** immediately of any changes in **your** circumstances (medical or otherwise) which may pose an increased risk to **us**.
4. If **you** wish to apply to have **your** policy extended to cover any **medical conditions**, contact **us**. ('See Medical Health Requirements').
5. Ensure the limits (including single item limits) of the policy are sufficient to cover the items **you** intend to take with **you** including **cash** and **valuables**.
6. If **you** intend to participate in Sports or Activities, ensure this is detailed on **your** schedule.
7. **You** will not be covered if **you** drive or ride on a motorcycle over 125cc whilst **you** are away.
8. **You** will not be covered for watches or jewellery, unless **your** claim is as a result of a mugging or any form of physical violence to **you**.
9. Ensure all passports and visas are valid.
10. **You** will not be covered if **you** choose to travel to a specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office. www.fco.gov.uk – Tel +44 (0)845 850 28 29 or the World Health Organisation (www.who.int) has advised the public not to travel.
11. Obtain all appropriate vaccinations and travel advice from **your** local GP or travel clinic. Online travel health advice, can be found on: www.fitfortavel.nhs.uk.
12. If **you** are travelling to a country in the European Union, **you** should arrange to have an EHIC (European Health Insurance Card) issued and carry this with **you** when **you** travel (if used in the event of a claim, an **excess** waiver would apply).
13. Take **your policy documentation** with **you** when **you** travel.
14. Allow sufficient time for **your** journey from **home** to **your** departure point in order to meet the specified check-in time.

DEFINITIONS

Whenever the following words appear in this policy they will always have these meanings:

We/Us/Our: PTI Insurance Company Limited and their appointed representatives.

You/Your: Each insured person as shown on **your policy documentation**.

Additional sports equipment: Items taken on a trip used exclusively for a sport or activity declared to **us** and shown on **your policy documentation**.

Adverse weather: A hostile or unusual state of the atmosphere with respect to the wind, temperature, cloudiness, moisture and pressure. This does not include volcanic ash clouds due to volcanic eruptions.

Assistance service: The emergency medical assistance company named in the **policy documentation**.

Business documents: Any **documents** which are vital to the carrying out of business used for the sole purpose of **your** business trip.

Business equipment: Any equipment, as declared to **us** and used for the sole purpose of **your** business trip.

Cash: Any legal currency.

Close business associate: Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

Common law partner: A person living with another person as husband or wife (including same sex partner) at the same address for at least six consecutive months prior to the date of application.

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

Computers: Laptop, tablets, portable computers, Ipads, notebooks and computer equipment.

Country of residence: Gibraltar, Spain or Portugal, as stated on **your policy documentation**, being the country where **you** reside for the majority of the year and from where the trips begin and end.

Curtail/Curtailment: Return **home** early to **your country of residence**.

Documents: Travel tickets, passports and driving licence held by **you** for social, domestic and/or pleasure purposes.

Excess: An amount deducted per insured person, per policy section, for each incident that results in a claim.

Family: Any person that is related to **you** by blood or marriage.

Golf equipment: Golf clubs, golf balls, golf bag, golf trolley, golf shoes and water proof clothing.

Home: **Your** residential address in **your Country of residence** within Gibraltar, Spain or Portugal.

Immediate relative: Mother, father, sister, brother, wife, husband, fiancé(e), common-law partner/civil partner, co-habiting partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in law, step-parent, step-child, step-brother or step-sister, or legal guardian.

Manual work: Work that is physical, including, but not limited to construction, installation, assembly and building work. This does not include bar and restaurant staff, musicians and singers and fruit pickers (who do not use machinery).

Medical condition: Any **medical condition**, where **you** have received advice, investigations, review, medication or treatment (routine or otherwise), within the past 12 months (prior to the date **your** policy is issued or the date **your** trip is booked - whichever is later). This includes long standing conditions, surgery (including any elective procedures), as well as injuries that may be exacerbated by the activity/trip **you** propose to undertake.

Medical practitioner: A registered practising member of the medical profession who is not related to **you** or to any person with whom **you** are travelling or intending to stay with.

Outward journey: The departure/sea crossing/coach/train departure from **your country of residence** to **your** final destination, which may include several connections and one stopover until reaching **your** final destination. A stopover is restricted to 72 hours from the time of arrival to the time of departure to **your** final destination.

Period of insurance: The period of insurance is specified on **your policy documentation**. If **your** return is unavoidably delayed for an insured reason, cover will be extended for the period of the delay. If the period

of travel exceeds, or was intended to exceed, the trip limit specified on **your policy documentation**, then no cover will apply in respect of the entire period of travel (including the insured period under the policy).

a) Single Trip policies: Section 1, Cancellation cover is effective from the time and date of issue of the **policy documentation** and terminates on commencement of the planned trip. For all other sections, cover commences when **you** leave **your home** or business (whichever is the later) to commence the trip and terminates on whichever occurs first of the following:

1. The expiry of the period of cover;
2. **Your** return **home** as planned, at the end of the trip;
your first return **home** prior to the planned return at the end of the trip.

Gibraltar residents: Trips will only be covered for travel outside of Gibraltar and must have **pre-booked accommodation** for 1 night or more.

Spain or Portugal residents: For trips within **your country of residence** you must have **pre-booked accommodation** for 1 night or more.

b) Annual Multi-trip policies: Section 1, Cancellation cover for each trip is effective from either the start date on the **policy documentation** or the time and date at which each trip is booked (whichever is the later), and terminates on whichever occurs first of the following:

1. The commencement of each trip, or
 2. The expiry of the period of cover.
- For all other sections, cover commences when **you** leave **your** home or business (whichever is the later) to commence each trip and terminates on whichever occurs first of the following:
1. The expiry of the period of cover;
 2. **Your** return **home** as planned, at the end of each trip;
 3. **Your** first return to **your country of residence** prior to the planned return at the end of each trip.
 4. **Your** period of travel exceeding the trip limit specified in **your policy documentation**.

Gibraltar residents: Trips will only be covered for travel outside of Gibraltar and must have **pre-booked accommodation** for 1 night or more.

Spain or Portugal residents: For trips within **your country of residence** you must have **pre-booked accommodation** for 1 night or more.

c) One-way trips only: The **period of insurance** will cease upon whichever occurs first of the following:

1. The expiry of the period of cover, or
2. When **you** first leave immigration control in the country of **your** final ticketed and declared destination.

Personal baggage: **Your** suitcases (or similar luggage carriers) and contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip. (Not including any specialised items, medical or otherwise). Excludes **cash** as covered under **Section 9**.

Policy documentation: This will include the policy schedule, wording, summary, medical screening documentation (if applicable) and any other associated confirmation agreed in writing by **us**.

Pre-booked accommodation: A hotel, hostel, bed and breakfast, rented holiday home, camping or caravan site, for which an invoice, bill, receipt or voucher can be produced.

Public transport: The following regular scheduled forms of transport: train, coach, taxi, bus, aircraft and sea vessel, on which **you** are a fare paying passenger.

Replacement business colleague: A person working for the same company and in the same office as **you** and nominated in order to continue the proper functioning of **your** trip.

Return journey: The return flight / sea crossing / coach / train departure from **your** final accommodation to commence the **return journey to your country of residence**, which may include several connections and one stopover until reaching **your country of residence**. A stopover is restricted to 72 hours from the time of arrival to the time of departure to **your country of residence**.

Terrorism: Means any act of any person(s) acting on behalf of or in connection with any organisation whose activities are directed towards the overthrowing, influencing or disruption of any government and/or to put the public, or any section of the public, in fear de jure or de facto by use of force or violence and/or the threat of such use.

Travelling companion: The person with whom **you** have booked to travel on the planned trip. In the case of a tour, **travelling companion** shall mean the person(s) shown on **your** booking form.

Unattended: Where **you** are not in full view of **your** property and are not in a position to prevent unauthorised interference with it.

Valuables: Personal jewellery, watches, precious stones, audio, video and electronic equipment of any kind, camcorders and accessories, all photographic/ digital/ optical/ audio/ video media, iPods/ MP3/4 players, ebook readers, or similar (only used to store or stream digital video and audio) and electronic games, telescopes, binoculars and furs.

Winter sports: On and off-piste skiing, blading and snowboarding, tobogganing and outdoor ice skating.

Winter sports equipment: Skis, (including bindings), ski boots, ski poles and snowboards.

MEDICAL HEALTH REQUIREMENTS

We will not pay for any claim arising directly or indirectly as a result of a **medical condition** (see 'DEFINITIONS') suffered by **you**, unless declared to us, agreed by **us** on **your policy documentation** and an additional premium paid if required.

You must notify **us** immediately should **you** become aware of any change regarding **your** health between taking out this insurance and the start of **your** trip i.e. if **you** develop a new **medical condition**; this includes any condition under investigation or review where a diagnosis has not been received, or if an existing condition deteriorates. Please call **your** intermediary or Customer Services Tel: +350 20077822.

We will not pay additional costs incurred following any change in **medical condition**, unless this has been declared to and accepted by **us** in writing. (This means that if **you** make further payments e.g. book another trip or pay the final balance of a trip previously booked, or if there is an increase in the cancellation charges due to **you** not contacting **us** immediately, **we** are not liable for these additional costs).

We will notify **you** in writing of any amendments to **your** policy conditions and advise **you** of any additional premium that may be required. In certain cases **we** may be unable to offer cover.

We cannot extend cover for claims relating to **your travelling companion**, an **immediate relative** or **close business associate** or a person with whom **you** have arranged to stay. Please refer to **Section 1, Cancellation** and **Section 2, Curtailment** for full terms and conditions.

TRAVELLING WHEN PREGNANT

Pregnancy is not a **medical condition**. **You** may decide to travel until **you** are quite late into **your** pregnancy. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **you** propose to take before **you** book. Please make sure that **your medical practitioner** and midwife are aware of **your** travel plans, that there are no known complications and that **you** are not travelling against any medical advice. we have the right to request a medical certificate to confirm this.

We will only pay claims due to a complication of pregnancy, or where **you** were unaware of the pregnancy at the time of purchasing the insurance and **you** are advised not to travel by a **medical practitioner**.

GENERAL CONDITIONS

A. INDEPENDENT TRAVEL

Each person named on the **policy documentation** is insured separately.

B. TERRITORIAL DEFINITIONS

You are covered for travel within the geographical region defined on **your policy documentation**.

C. POLICY EXCESS

The policy **excess** will be deducted in the event of a claim under certain sections of the policy. The **excess** will be charged per insured person per policy section, for each incident that results in a claim.

D. SPORTS & ACTIVITIES

You are covered to participate in the following sports and activities (provided **you** are not participating on a professional basis):

angling, archery*, athletics*(not including marathon running), badminton, banana boating, baseball*, basketball, bat and ball, billiards, boardsailing, body boarding, bowling, boxing training (no contact), camel riding*, canoeing, catamaran sailing**, cattle drive*, clay pigeon shooting, climbing (climbing wall), cricket*, croquet, cross country running***, crown green bowling, curling, cycling (non-touring)*, cyclo-cross (non-touring)*, dancing, darts, deer stalking*, dinghy racing, dinghy sailing, dog sledding, elephant ride, fell walking, fishing, flag American football, football, gaelic football, golf, grey hounds racing, gymnastics, hand ball, helicopter ride (passenger), hiking, horse/reindeer drawn sleigh, horse riding (excluding competitions/racing/jumping/hunting), horse/mule trekking, hot air ballooning (passenger), ice cricket*, ice skating* (indoor only, excluding competitions), jet skiing*, kite surfing (on a lake)*, light aircraft rides (passenger) martial arts training, motorcycling under 125cc* (as a means of transport only), netball, orienteering, paint balling*, pony trekking, pool, rambling, rifle range*, ringos, rounders, rugby league*, rugby union*, sailing** (in-shore & off-shore), scuba diving (max. 30m), sledging, snooker, snorkelling, snow-shoeing, soccer, softball, squash*, surfing*, swimming, swimming with dolphins, table tennis, tennis, ten-pin bowling*, tobogganing (winter & summer), touch football, trampolining, trekking, tubing, tug-o-war, volleyball, wake boarding, walking, walking up Sydney Harbour Bridge, water polo, waterskiing, wheelchair basketball, windsurfing (on a lake)*, yoga.

* no cover for Personal Liability.

** Sailing is only covered within European waters, up to a maximum of 14 days and must include a professional or qualified skipper for the size of the boat in question. Maximum boat length is 55 feet. There is no cover for Offshore Rescue (Offshore means beyond 15km from the shoreline) or Personal Liability.

*** Excluding Competitive events.

You are NOT covered for any other Sports and Activities, unless declared to and agreed by **us** on **your policy documentation** and an additional premium paid if required.

You are NOT covered for search and rescue.

You are NOT covered for any sports and activities where **you** have not used the appropriate safety equipment and followed the organiser's guidelines.

E. WORKING OVERSEAS

You are not covered for **manual work** overseas unless this has been agreed by **us** and specified on **your policy documentation**. In any event, no cover is provided for **Section 12, Personal Liability** whilst working overseas.

F. REASONABLE DISCLOSURE

It is a condition of this insurance that reasonable care must be taken to provide full and accurate information to **us**. It is very important that the information given to **us** when buying a policy, when completing a claim form and giving declarations to **us** is correct. If a policy is purchased or a form or declaration is completed on **your** behalf, it is **your** responsibility to check that the answers given to all questions are true and complete. **You** are advised to keep copies of any correspondence **you** send to **us**. Failure to do the above could invalidate **your** insurance cover

G. APPLICABLE LAW

Both **we** and **you** are entitled to choose the law applicable to the insurance policy. **We** propose English Law and in the absence of any agreement to the contrary, English Law will apply.

H. RENEWAL OF ANNUAL POLICIES

Renewal of the insurance policy shall be at **our** sole option and discretion.

GENERAL EXCLUSIONS

You are not covered for anything caused as a consequence of the following unless agreed in writing by **us**:

1. Any claim where the terms under 'MEDICAL HEALTH REQUIREMENTS' have not been followed.
2. Any claim which arises directly or indirectly from not being allowed to board a flight, train, sea vessel, coach or bus, for any reason whatsoever;
3. Any claim which arises directly or indirectly from depression, stress, anxiety or mental disorder;
4. Suicide, attempted suicide, self inflicted injury, being under the influence of alcohol or drugs (unless the drugs have been prescribed by a **medical practitioner**), alcohol or drug abuse, alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk (unless **you** are trying to save someone's life);
5. Any claim arising from sexually transmitted diseases;
6. The crewing of a vessel (except for recreational use as described under 'General Conditions D', for sailing and catamaran sailing) or taking part in expeditions;
7. **Manual work** of any kind;
8. Any claim arising as a result of **you** driving a motor vehicle, riding a motorcycle or mechanically assisted bicycle, unless **you** have an appropriate license, are insured under a motor insurance policy, are following the local safety laws and, in respect of motorcycling the engine capacity is 125cc or lower.
9. Organised sports (except those listed under 'GENERAL CONDITIONS D') or professional sports;
10. **You** are NOT covered for any sports and activities where **you** have not used the appropriate safety equipment and followed the organiser's guidelines.
11. Sports and activities not described in 'GENERAL CONDITIONS D' or declared to and agreed by **us** and an additional premium paid if required and shown on **your policy documentation**;
12. **Winter sports** (unless the appropriate premium has been paid and is shown on **your policy documentation**, which covers **you** under a separate section of the policy), racing, speed or endurance tests or dangerous pursuits;

13. **You** are NOT covered for search and rescue. Emergency evacuation/ repatriation will only be covered for medical emergencies and only as authorised by the **assistance service**;
14. Bankruptcy/liquidation of a tour operator, travel agent or transport company;
15. Consequential loss of any kind (e.g. loss of earnings);
16. Any costs incurred on behalf of other party members who are not specified on the **policy documentation**;
17. Any costs recoverable from another source;
18. Any payment which **you** would normally have made during **your** travels, if no claim had arisen;
19. Travelling to a specific area against the advice issued by the Foreign and Commonwealth Office;
20. Failure to comply with laws applicable to the country in which **you** are travelling;
21. Air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft);
22.
 - a. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
 - b. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
23. Any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), any acts of **terrorism***, civil war, rebellion, revolution, insurrection, blockade, military or usurped power;
24. Any criminal or illegal act committed by **you** or **your travelling companion**;
25. Any expenses for which **you** cannot provide original receipts or bills or any loss which has not been proven;
26. Any claim covered by an employer's insurance for the benefit of an employee;
27. Any claims giving rise from an event which is known about, a material fact or which is not unforeseen, that is, foreseen or expected to occur or has already occurred.

* **Terrorism** is covered under **Section 3: Emergency Medical Expenses and Repatriation** and **Section 6: Personal Accident**, but only as the sole result of Nuclear, Chemical or Biological Weapons of mass destruction however these may be distributed or combined.

Section 1 - CANCELLATION

Covered

You are covered up to the amount specified on **your** policy schedule for travel and **pre-booked accommodation**, pre-booked excursions up to €250, cancellation costs, relating only to those people specified on the **policy documentation**. (If travel arrangements were paid for by Avios points or by any other form of redeemable vouchers, reimbursement will be the reinstatement of the Avios points or redeemable vouchers to their original account. If reinstatement is not possible, **we** will reimburse the lowest advertised fare by the airline for the flight in

question). Cancellation must be necessary and unavoidable and not as a result of disinclination to undertake **your** planned trip. Cover is only provided due to a cause listed below occurring during the **period of insurance**:

1. Accidental injury, serious illness, death or being subject to quarantine of **you**, any person with whom **you** are intending to travel or stay, an immediate relative of **yours** or of any person with whom **you** intend to travel or a close business associate of **yours**;
2. **You** or **your travelling companion** discovering that **you/they** are pregnant after the date of issue of this policy or the date the trip was booked (whichever was later), if the booked return date is within 12 weeks (16 weeks for a multiple birth) of the expected date of delivery, provided there have been no **Complications in pregnancy** with this or any previous pregnancy;
3. **You** being called for jury service, attending court as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court);
4. **You** or any person with whom **you** have arranged to travel being made redundant where **you/they** have been employed for two continuous years with the same employer at the time of being made redundant and are under the normal retirement age for someone holding that position;
5. **Your** home or place of business being made uninhabitable within 14 days prior to the date of travel, or the police asking to see **you** after a theft from **your** home, which occurred within 14 days of travel;
6. Prevention of travel by **your home** Government restriction;
7. Abandonment of **your** trip as a result of more than 24 hours travel delay on **your** outward flight, sea crossing, coach or train departure from **your country of residence** (see **Section 5 'Travel delay and Abandonment'**).

Not Covered

1. The policy **excess** of €70 (except for deposit only claims where the **excess** is €28 per insured);
2. Medically related claims where a certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the trip is necessary on medical grounds;
3. Any claim arising directly or indirectly as a result of a **medical condition** (see 'DEFINITIONS') suffered by **you**, unless declared to **us**, agreed by **us** on **your policy documentation** and additional premium paid if required;
4. Medically related claims as a result of **your travelling companion**, an immediate relative or close business associate of **you** or the person with whom **you** have arranged to stay on the trip, having suffered a condition or for which they have received medication, medical advice or treatment within six months prior to the date this policy was issued or the date the trip was booked (whichever is later);
5. **Complications in pregnancy** if there have been **Complications in pregnancy** with this or any previous pregnancy;
6. Any claim:
 - i) Where at the time of taking out this insurance, the person whose condition gives rise to the claim is an in-patient in (or awaiting admission or booked to be admitted to) a hospital, hospice or nursing home;
 - ii) Where at the departure date, **you** or **your** travel companion are travelling against the advice of a **medical practitioner** or travelling for the purpose of obtaining medical treatment;

7. Additional cancellation costs incurred as a result of not immediately telling the travel agent, tour operator or provider of transport or accommodation that **you** need to cancel the trip. We will only pay the cancellation charges that would have applied at the time **you** knew it was necessary to cancel **your** trip, if a valid claim exists;
8. Any costs incurred on behalf of other party members who are not specified on the **policy documentation**;
9. Any costs recoverable from another source (e.g. air passenger duty which can be claimed by **you** through **your** travel agent or airline);
10. Any claim as a consequence of prohibitive regulations of the Government of any country;
11. Any claim arising from any circumstances known about at the date of booking the trip or the date the policy was issued, which could reasonably have been expected to give rise to the cancellation of the trip;
12. Anything listed in "GENERAL EXCLUSIONS".

Section 2 - CURTAILMENT

Covered

You are covered up to the amount specified on **your** policy schedule for:

- A. The value of the portion of **your** travel and pre-booked accommodation expenses, calculated from the date of **your** return to **your** home, which have not been used and which were paid for before **your** departure from **your country of residence**.
- B. Reasonable additional travelling expenses (on the same basis as **your** original booking) authorised by **us** and incurred by **you** for returning to **your** home earlier than planned due to a cause listed below:
 - i. Accidental injury to or serious illness or death of **you**, any person with whom **you** intend to travel, an **immediate relative of yours** or of the person with whom **you** intend to travel or a **close business associate**;
 - ii. **Complications in pregnancy** of **you** or **your travelling companion**, provided there have been no **Complications in pregnancy** with this or any previous pregnancy;
 - iii. **Your** home or place of business being made uninhabitable or the police asking to see **you** after a theft from **your** home.

Conditions

1. **You** must contact the **assistance service** for assistance/advice if **you** need to cut short **your** trip for an insured reason.
2. **You** must use or revalidate **your** original ticket for **your** early return. If this is not possible **you** must provide evidence that additional costs were necessary. Any refunds due on unused original tickets will be deducted from **your** claim. If **you** do not have an original return ticket, **you** will not be reimbursed for costs incurred for **your** early return.
3. If **you** require the **Assistance service** to pay for arrangements, they may first need to contact the relevant **medical practitioner** to confirm **your** claim falls within the terms of **your** cover.
4. If **you** make **your** own arrangements **you** must supply all necessary documentation to substantiate that **your** claim falls within the terms of cover.

5. This policy does not provide compensation for loss of enjoyment.

Not Covered

1. The policy **excess** of €70;
2. Claims that are not confirmed as medically necessary by the **assistance service**, and where a medical certificate has not been obtained from the attending **medical practitioner** confirming the necessity to **curtail**;
3. Any claim arising directly or indirectly as a result of a **medical condition** (see 'DEFINITIONS') suffered by **you**, unless declared to **us**, agreed by **us** on **your policy documentation** and additional premium paid if required;
4. Medically related claims as a result of **your travelling companion**, an **immediate relative** or **close business associate** of **you** or the person with whom **you** have arranged to stay on the trip, having suffered a condition or for which they have received medication, medical advice or treatment within six months prior to the date this policy was issued or the date the trip was booked (whichever is later);
5. **Complications in pregnancy** if there have been **complications in pregnancy** with this or any previous pregnancy;
6. Additional travelling expenses incurred which are not authorised by the **assistance service**;
7. Any claim:
 - i) Where at the time of taking out this insurance, the person whose condition gives rise to the claim is an in-patient in (or awaiting admission or booked to be admitted to) a hospital, hospice or nursing home;
 - ii) Where at the departure date, **you** or **your travelling companion** are travelling against the advice of a **medical practitioner** or travelling for the purpose of obtaining medical treatment.
8. Anything listed in 'GENERAL EXCLUSIONS'.

Section 3 - EMERGENCY MEDICAL EXPENSES AND REPATRIATION

Covered

You are covered up to the amount specified on **your** policy schedule for costs incurred outside **your country of residence** for points 1 to 5 below:

Note: Failure to contact the assistance service for claims over €500 may result in a claim being invalid.

If travelling within **your country of residence** (Spain and Portugal residents only), **you** are covered up to the amount specified on **your** policy schedule, for points 3, 4 and 5 below only.

1. Reasonable emergency medical treatment (including necessary physiotherapy but only when authorised by the **assistance service**);
2. Emergency dental treatment (for pain relief only), limited to €280;
3. Necessary additional travelling expenses (on the same basis as **your** original booking) and reasonable and necessary additional accommodation expenses (bed and breakfast only). This includes those of one relative or travel companion if **you** have to be accompanied home on medical advice or on

compassionate grounds or if **you** are a child and require an escort home (in the event that they have applied for and received written authorisation from the **assistance service**);

4. Repatriation to **your** home by medically appropriate means, as determined by the **assistance service**);
5. In the event of **your** death: reasonable costs for the transport of **your** body or ashes to **your country of residence** (Gibraltar, Spain or Portugal), (the cost of burial or cremation is not included); or local funeral expenses abroad, limited to €1,400;
6. Reasonable emergency medical expenses for **complications in pregnancy**, provided **you** have not had any **complications in pregnancy** with this or any previous pregnancy.

Conditions

1. **You** must contact the **assistance service** immediately should **you** be admitted to hospital or require on-going out-patient treatment overseas.
2. All treatment or expenses must be authorised by the **assistance service**.
3. **You** must maintain contact with the **assistance service** until **your** return to **your country of residence** or until **you** no longer require treatment or assistance.
4. If **you** are travelling to a country in the European Union, **we** recommend that **you** take with **you** an EHIC (European Health Insurance Card). **We** will waive the policy **excess** under this section if **you** use the EHIC or another reciprocal health agreement to reduce the amount of **your** claim.
5. If **you** require medical treatment in Australia, **you** must register with Medicare via their local office. (Any treatment not available under Medicare must be authorised by the **assistance service**). For further information please visit the following website <http://www.medicareaustralia.gov.au/public/migrants/visitors/uk.jsp>
6. In the event of repatriation, any value remaining in unused original return travel tickets, which is recoverable, shall be deducted from the amount of the claim.
7. **We** reserve the right to:
 - a) Repatriate **you** when, in the opinion of the treating doctor and the **assistance service**, **you** are fit to travel;
 - b) Avoid further liability in the event that **you** refuse repatriation when, in the opinion of the treating doctor and the **assistance service**, **you** are fit to travel;
 - c) Transfer **you** to the hospital, clinic or location of our choice when, in the opinion of the **assistance service**, **you** are fit to be transferred.

Not Covered

1. The policy **excess** of €70;
2. Any medical or dental treatment costs incurred in **your country of residence**;
3. Any medical costs which are foreseen;

4. Any transport or accommodation costs incurred in **your country of residence**, unless authorised by the **assistance service**;
5. Any taxi or telephone costs, unless medically necessary and authorised by the **assistance service**;
6. Any costs covered under a reciprocal health arrangement (e.g. EHIC within EU countries, reciprocal cover in Austria, Channel Islands, Eire and New Zealand, Medicare in Australia);
7. Any costs recoverable from another source; (e.g. where another insurance may cover the same loss);
8. **Complications in pregnancy** if there have been **complications in pregnancy** with this or any previous pregnancy;
9. Any claim where at the time of taking out this insurance, the person whose condition gives rise to the claim is an in-patient in (or awaiting admission or booked to be admitted to) a hospital, hospice or nursing home;
10. Any claim where at the departure date, **you** or **your** travel companion are travelling against the advice of a **medical practitioner** or travelling for the purposes of obtaining medical treatment;
11. Any claim arising directly or indirectly as a result of a **medical condition** (see 'DEFINITIONS') suffered by **you**, unless declared to us, agreed by **us** on **your policy documentation** and additional premium paid if required;
12. Any claim arising directly or indirectly as a result of a change regarding **your** health (including injury and **complications in pregnancy**) occurring before the start of **your** trip, which has not been declared to and accepted by **us** in writing;
13. Any costs for in-patient treatment, on-going out-patient treatment or **curtailment** of a trip on medical grounds without prior authorisation from the **assistance service**;
14. Any costs for surgery or medical treatment which, in the opinion of the **assistance service**, can reasonably be delayed until **your** return to **your country of residence**;
15. Any costs for medication and/or treatment which, at the time of departure, is known to be required outside **your country of residence**;
16. The cost of any routine or elective (non-emergency) care or treatment, including specialist review or referral, investigations, treatment or surgery. Including any costs for cosmetic surgery, body art, tattoos or piercings;
17. Claims that are not confirmed as medically necessary by the **assistance service**;
18. Additional hospital costs arising from single or private room accommodation, unless medically necessary;
19. Further costs **you** incur if we wish to bring **you home** early but **you** refuse (where in the opinion of the treating doctor and the **Assistance service you** are fit to travel);
20. For costs of more than €500 if **you** did not contact the **assistance service**;
21. **Terrorism**; only as the sole result of Nuclear, Chemical or Biological Weapons of mass destruction however these may be distributed or combined.
22. Anything listed in 'GENERAL EXCLUSIONS'.

Section 4 - ADDITIONAL HOSPITAL BENEFIT

This benefit payment contributes towards miscellaneous expenses incurred whilst **you** are an in-patient. It does not provide compensation for loss of holiday/enjoyment.

Covered

This section includes cover for claims resulting from **terrorism**.

You are covered up to the amount specified on **your** policy schedule for:

1. Payment of €25 for each complete 24 hours **you** spend in hospital as a result of **you** being admitted as an in-patient to a registered hospital. This is in addition to any medical expenses incurred under **Section 3, Emergency Medical Expenses and Repatriation**.

Conditions

1. This benefit is payable only if the hospital admission has been covered under the terms of **Section 3, Emergency Medical Expenses**.
2. In the event of a claim **you** must provide documentation confirming the date and time of admission and discharge.

Not Covered

1. **Terrorism**; As the sole result of Nuclear, Chemical or Biological Weapons of mass destruction however these may be distributed or combined.
2. Anything listed in 'GENERAL EXCLUSIONS'.

Section 5 - TRAVEL DELAY AND ABANDONMENT

This section does not apply to trips within **your country of residence**.

Covered

- A: In the event of **outward** or **return journey** to or from **your country of residence** being delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:
1. **Adverse Weather** conditions;
 2. Mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel;
 3. Strike, industrial action or security alert (provided that when this policy was issued or the trip was booked, whichever was later, no such action had already been declared and therefore there was no reasonable expectation that this would affect **your** trip);

We will pay the amount specified on **your** policy schedule per insured person for each complete 12 hours **you** are delayed up to the maximum limit specified on **your** policy schedule. If **you** incur more than 24 hours delay on **your** outward flight, sea crossing, coach or train departure from **your country of residence**, **you** may abandon **your** trip and claim under **Section 1, Cancellation** (less the **excess**);

- B: If **you** abandon **your** trip as a result of **your** vehicle being involved in an accident or mechanical breakdown en route to **your** departure point from **your country of residence**, rendering it impossible for **you** to undertake **your** planned itinerary, we will pay up to the limit under **Section 1, Cancellation**, less the **excess**.

Conditions

1. In the event of a claim due to delayed **public transport** **you** must provide documentation from the transport company, confirming the period of and the reason for the delay.
2. In the event of a claim due to vehicle breakdown, **you** must provide a police or roadside assistance report.

Not Covered

1. The policy **excess** of €70 if **you** abandon **your** trip;
2. Where **you** have not checked in, as a result of not allowing sufficient time, for **your outward** or **return journey**;
3. **You** are not covered for any claims arising as a result of travel disruptions, cancellations, or delays due to volcanic ash clouds or volcanic eruptions, regardless of whether airspace or airports have been closed or not (Unless specified as covered on **your Policy documentation**).
4. Any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
5. Internal flights or other flights which do not form part of **your outward** or **return journey** to/from **your country of residence**;
6. Anything listed in 'GENERAL EXCLUSIONS'.

Section 6 - PERSONAL ACCIDENT

Covered

This section includes cover for claims resulting from **terrorism**.

You are covered up to the amount specified on **your** policy schedule for benefits, which will be paid to **you** or **your** legal representative, if **you** sustain bodily injury caused by an accident and at the end of 12 months of the occurrence of that accident, it is the sole cause of:

1. The physical loss of or permanent and total loss of use of one or more limbs at or above the wrist or ankle;
2. The complete and irrecoverable loss of sight in one or both eyes;
3. Permanent total disablement which prevents **you** from attending to any business or occupation in any capacity for a period of 12 months and which, in the opinion of **our** medical and/or vocational advisors, will not improve;

Conditions

1. Points 1, 2 and 3 above may be subject to the Continental Scale of Benefits (available on request);
2. If **you** are aged over 70 at the time of the accident, the permanent total disablement benefit will not apply;
3. No benefits shall be paid for more than one loss suffered;
4. **You** must agree to examination by our medical and/or vocational advisors.

Not Covered

1. Any claims caused as a consequence of:
 - a. Disease or any physical defect or illness;
 - b. An injury which existed prior to the beginning of the trip/ purchase of the policy;
2. **Terrorism**; only as the sole result of Nuclear, Chemical or Biological Weapons of mass destruction however these may be distributed or combined.
3. Anything listed in 'GENERAL EXCLUSIONS'.

Section 7 - MISSED DEPARTURE

This section does not apply to trips within **your country of residence**.

Covered

You are covered up to the amount specified on **your** policy schedule for necessary hotel and travelling expenses (not including food, drink and telephone expenses) incurred in reaching **your** booked destination, if **you** arrive too late to commence **your** booked trip from or to **your country of residence** during **your** outward or **return journey** as a result of:

1. The vehicle in which **you** are travelling being involved in an accident or breakdown or **you** being delayed as a result of a major accident on a motorway;
2. The **public transport** used being delayed.

Conditions

1. In the event of a claim due to vehicle breakdown or a road accident, **you** must provide a police or roadside assistance report.
2. In the event of a claim due to a major accident on the motorway, please obtain written confirmation of this from the Highways Agency. If the accident occurred on a minor road, please obtain written confirmation from the local council.
3. In the event of a claim due to delayed **public transport** **you** must provide documentation from the transport company, confirming the period of and the reason for the delay.

Not Covered

1. The policy **excess** of €70;
2. If sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent;
3. If **you** are not proceeding directly to the departure point;
4. Any costs claimed under **Section 5, Travel Delay and Abandonment**, which relate to the same trip or any irrecoverable deposits;
5. **You** are not covered for any claims arising as a result of travel disruptions, cancellations or delays due to volcanic ash clouds or volcanic eruptions, regardless of whether airspace or airports have been closed or not. (Unless specified as covered on **your policy documentation**).
6. Anything listed in 'GENERAL EXCLUSIONS'.

Section 8 - BAGGAGE

Covered

A: PERSONAL BAGGAGE

Up to the amounts specified on **your** policy schedule for the value of or repair to any of **your** own **personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation).

The maximum payment for eyeglasses (including sunglasses) shall be €70.

B: DELAYED BAGGAGE

Up to the amount specified on **your** policy schedule for the cost of buying emergency necessities if **your** **personal baggage** is delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier (e.g. airline, shipping company etc.) or tour representative. Receipts will be required in the event of a claim.

Conditions

1. Any amount **we** pay **you** under B. DELAYED BAGGAGE will be deducted from the final claim settlement if **your** **personal baggage** is permanently lost.
2. **You** must obtain written proof of the incident from the police, within 48 hours of the discovery in the event of loss, burglary or theft of the **personal baggage**. Failure to do so may result in **your** claim being turned down.
3. In the event of a claim for damaged items, proof of the damage must be supplied.
4. In the event of a claim for a pair or set of items, **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.
5. If the repair cost is more than the value of an item, **we** will assess the claim as if the item has been lost.
6. Any item, pair or set of items with a value of over €70 must be supported by an original receipt. If original receipts cannot be supplied to support **your** claim, each item will be limited to €70 and the total amount payable for all such items will be €350.

Not Covered

1. The policy **excess** of €70 under (A) PERSONAL BAGGAGE;
2. If **you** do not exercise reasonable care for the safety and supervision of **your** property;
3. **Personal baggage** left **unattended** by **you**, unless located in locked accommodation and where an appropriately sized safety deposit box was not available for use by **you**;
4. **Personal baggage** left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. **Personal baggage** stolen from an **unattended** vehicle:
 - a. Unless it was in the locked glove compartment or locked rear boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle;
 - b. If there is no visible evidence of forcible and violent entry;
 - c. Left for any period between the hours of 8pm and 8am (other than motor homes);
6. **Valuables** left in a motor vehicle (other than motor homes, provided the valuables are stored out of view);
7. **Valuables** within checked-in luggage or in luggage compartments/racks not immediately adjacent to **you** on any form of **public transport** (other than hand luggage that stays with **you** at all times);
8. If **your personal baggage** is lost or delayed in transit and **you** do not:
 - a. Notify the carrier (i.e. airline, shipping company etc) immediately and obtain a written carrier's report (or Property Irregularity Report in the case of an airline) and send us the original; or
 - b. Follow up in writing within 7 days to obtain a written carrier's report (or Property Irregularity Report in the case of an airline) if **you** are unable to obtain one immediately and send us the original;
9. Loss, destruction, damage or theft of the following property:
 - a. Mobile telephones, **computers** and accessories;
 - b. Contact lenses, hearing aids, dentures and prescribed medication;
 - c. Watches and jewellery (unless as a result of mugging or any form of physical violence to **you**);
 - d. Glass, china, pictures, musical instruments, antiques and precious stones;
 - e. Pedal cycles, dinghies, boats and/or ancillary equipment, vehicles or vehicle accessories (other than wheelchairs and pushchairs);
 - f. Tools of trade;
 - g. Perishable items e.g. food;
10. Loss, destruction, damage or theft due to:

- a. Confiscation or detention by Customs or other officials or authorities;
 - b. Wear and tear, process of cleaning, denting or scratching, staining, moth or vermin;
 - c. Transportation by any postal service;
11. Electrical or mechanical breakdown or manufacturing fault;
 12. Breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle in which they are being carried;
 13. Any property more specifically insured or recoverable under any other source. Any reimbursement received will be deducted from the amount of **your** claim under this section;
 14. Stamps, documents, deeds, samples or merchandise, manuscripts or securities of any kind;
 15. **Winter sports equipment** or **golf equipment** (unless the appropriate premium has been paid and is shown on **your policy documentation**, which covers **you** under a separate section of the policy), or **additional sports equipment** (unless the appropriate premium has been paid and this is shown on **your policy documentation**). There is no cover whatsoever for **winter sports equipment, golf equipment** or **additional sports equipment** whilst in use;
 16. Anything listed in 'GENERAL EXCLUSIONS'

Section 9 - CASH AND DOCUMENTS

Covered

You are covered up to the amount specified on **your** policy schedule for accidental loss or theft of **your own cash** and/or **documents**. **Cash** is only covered whilst being carried on **your** person or left in a locked safety deposit box. **Cash** is limited to the amount specified on **your** policy schedule, unless **you** are under 16 years of age, in which case the maximum payable is €70.

Conditions

1. In the event of a claim for loss of **cash you** must provide evidence of the initial withdrawal of the **cash** and also evidence of how **you** coped financially immediately after the loss (e.g. currency exchange/ withdrawal slips, bank/ credit card statements).

Not Covered

1. The policy **excess** of €70 (except for **cash** only claims, where the **excess** is €28);
2. If **you** do not exercise reasonable care in protecting **your cash** and **documents** against loss, theft or damage;
3. For money and documents left **unattended** by **you**, unless in a locked safety deposit box (or out of sight, in **your** locked accommodation if no safety deposit box was available);
4. **Documents** left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. **Documents** stolen from an **unattended** vehicle:

a. Unless they were in the locked glove compartment or locked rear boot or luggage area of the vehicle and were covered so as not to be visible from the outside of the vehicle;

b. If there is no visible evidence of forcible and violent entry;

c. Left for any period between the hours of 8pm and 8am (other than motor homes);

6. If **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **cash** and/or **documents**;

7. Any shortages due to error, omission or depreciation in value;

8. Any costs claimed under **Section 10 - Loss of Passport Expenses**;

9. Anything listed in 'GENERAL EXCLUSIONS'.

Section 10 - LOSS OF PASSPORT EXPENSES

Covered

In the event of accidental loss or theft of **your** passport whilst on a trip, **you** are covered up to the amount specified on **your** policy schedule for:

1. Reasonable travel or accommodation expenses over and above any payment which **you** would normally have made during **your** trip if no loss had been incurred;

2. The cost of an emergency passport to enable **you** to continue **your** trip as planned.

Condition

1. **You** must provide receipts for all costs incurred.

Not Covered

1. The policy **excess** of €70;

2. Any costs that **you** would have incurred had **you** not lost **your** passport;

3. If **you** do not exercise reasonable care for the safety or supervision of **your** passport;

4. Costs arising from any loss not covered under **Section 9, Cash and Documents**;

5. If **you** do not obtain a written police report within 48 hours of the loss;

6. Loss, destruction or damage arising from confiscation or detention by Customs or other officials or authorities;

7. Anything listed in 'GENERAL EXCLUSIONS'.

Section 11 - HIJACK

Covered

You are covered up to the amount specified on **your** policy schedule for each full 24 hour period during the unlawful seizure or wrongful exercise of control over **you** or of an aircraft or conveyance in which **you** are travelling as a passenger.

Not Covered

1. If **you** or **your family** or **your** business associates have engaged in activities that could be expected to increase the risk of hijack;

2. Anything listed in 'GENERAL EXCLUSIONS'.

Section 12 - PERSONAL LIABILITY

Covered

You are covered up to the amount specified on **your** policy schedule for legal expenses and legal liability for damages incurred by **you** which are caused by an accident that occurred during **your** trip, leading to a claim made against **you** as a result of:

1. Accidental bodily injury to a person who is not a member of **your** family or household, a **travelling companion** or employed by **you**;

2. Loss of or damage to any property which does not belong to, is not in the charge of, and is not in the control of **you** or any member of **your family**, household, any **travelling companion** or employee (except hired wheelchairs);

3. Loss of or damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your family**, household, any **travelling companion** or anyone employed by **you**.

Conditions

1. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by **you** without our written consent.

2. We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for our benefit against any other party.

3. **You** must, wherever possible, provide all such information and assistance as we require.

Not Covered

1. The policy **excess** of €140;

2. Fines imposed by a Court of Law or other relevant bodies;

3. Anything caused as a consequence of:

a. Liability which **you** incur as a result of an agreement that **you** made which would not apply in the absence of that agreement;

- b. Injury, loss or damage arising from:
 - i). Ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals or firearms;
 - ii). The occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
 - iii). The carrying out of any trade, profession, **manual work** or hazardous occupation;
 - iv). Racing of any kind;
 - v). Any deliberate or criminal act.
- 4. Liability as an employer or under any other contract or insurance policy;
- 5. All forms of pollution and contamination;
- 6. Anything listed in 'GENERAL EXCLUSIONS'.

Section 13 - LEGAL EXPENSES

Covered

You are covered up to the amount specified on **your** policy schedule for legal costs and expenses incurred to claim for compensation or damages if **you** suffer physical bodily injury or **you** die during the period of **your** trip as a result of an Accident. (For the purposes of this policy, bodily injury sustained as a result of a **medical condition(s)** caused or happening as a result of travelling or travel conditions, or bodily injury sustained as a result of medical malpractice, any incorrect medical procedure(s) performed or incorrect diagnosis, shall not be considered an Accident).

Conditions

1. **You** must obtain as much information as possible, including police reports, witness details and any photographs and contact the Claims Service as soon as possible, submitting **your** request in writing.
2. **We** shall have control over the legal proceedings and the selection, appointment and control of a solicitor. **You** must follow the advice provided by our appointed legal representatives. Failure to do so will result in cover being withdrawn.
3. In the event that **you** are awarded compensation (by judgement or settlement), **we** shall be entitled to recover from **you**, any sums paid to **you** under any Section of this policy on account of the same incident for which compensation is received.
4. If there is more than one insured claiming under **your** policy, **we** shall apply a maximum limit of double the individual sum insured in respect to all claimants.

Not Covered

1. The policy **excess** of €280, which will be refunded to **you** if **we** recover **our** outlay in full from the settlement received;
2. Any claim reported to **us** more than 30 days after the occurrence of the incident giving rise to the claim;
3. Costs incurred in pursuit of any claim against **us**, **our** agents, an Insurer underwriting any section of this policy, a travel agent, a tour operator or carrier;

4. Legal expenses incurred either prior to **our** written acknowledgement granting **our** support or obtained without **our** written consent;
5. Any claim where **we** consider a reasonable settlement is unlikely or where the cost of the action could be more than the settlement;
6. Any cost for bringing a legal action in more than one country for the same event;
7. Actions between members of the same household or a relative or **travelling companion**, or actions to enforce a judgement or legally binding decision;
8. Any amount deducted in legal fees from **your** compensation or damages, which has been calculated as a proportion or percentage of those damages;
9. The funding of any appeal costs;
10. Travel and accommodation expenses incurred in pursuit of a legal action;
11. Any contingent fee arrangement between **you** and **your** legal representatives;
12. Any legal costs resulting from criminal proceedings;
13. Anything listed in 'GENERAL EXCLUSIONS'.

Section 14 - BUSINESS COVER

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON **YOUR** POLICY SCHEDULE)

Covered

A: REPLACEMENT BUSINESS COLLEAGUE

The cancellation section of this policy is extended to cover for the cost of a **replacement business colleague** provided cancellation is due to a cause listed under **Section 1 Cancellation** 'Covered' and the sole purpose of the trip was for carrying out **your** business, **you** are covered up to the amount specified on **your** policy schedule.

The curtailment section of this policy is extended to cover for the cost of a **replacement business colleague** provided **curtailment** is due to a cause listed under **Section 2**. Curtailment 'Covered' (B) and the sole purpose of the trip was for carrying out **your** business, **you** are covered up to the amount specified on **your** policy schedule.

B: BUSINESS EQUIPMENT AND DOCUMENTS

You are covered up to the amount specified on **your** policy schedule for the value of any specified **business equipment** (used for the sole purpose of carrying out **your** business) which is accidentally lost, stolen or damaged (after making proper allowance for wear and tear and depreciation).

You are covered up to the amount specified on **your** policy schedule for the cost of replacement **business documents** (provided the documents are vital to the carrying out of business during **your** trip) which are accidentally lost, stolen or damaged.

Not Covered

1. The policy **excess** of €70 under A and/or B;

2. Anything not covered in **Section 1 - Cancellation, Section 2 -Curtailement, Section 8 - Baggage and/or Section 9 - Cash and Documents;**
3. Deliberate damage or gross misuse of the equipment under B;
4. Anything listed in 'GENERAL EXCLUSIONS'.

Section 15 - GOLF COVER

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON **YOUR** POLICY SCHEDULE)

Covered

A: GOLF MEDICAL

The medical section of this policy is extended to cover **you** whilst **you** are playing golf.

B: GOLF LIABILITY

The personal liability section of this policy is extended to cover **you** whilst **you** are playing golf.

C: GOLF EQUIPMENT

You are covered up to the amount specified on **your** policy schedule to repair or replace **your** own **golf equipment** (after making proper allowance for wear and tear and depreciation) or hired golf equipment, if they are lost, stolen or damaged during **your** trip, limited to €350 for any one item. The claim settlement may take into account any discount that would be available to **us** if **we** exercise **our** right to purchase the replacement **golf equipment** using a supplier which may be determined by **us**.

Condition

1. **You** must obtain written proof of the incident from the police (or an authorised person) within 48 hours of the discovery in the event of loss, burglary or theft of baggage. Failure to do so will result in **your** claim being turned down.

D: GREEN/CLUB FEES

You are covered up to the amount specified on **your** policy schedule if **you** are unable to play golf because of sickness or injury.

Condition

1. In the event of a claim **you** must provide proof of prepaid golf fees and a medical certificate from an attending **medical practitioner** confirming the reason and length of time **you** were unable to play golf.

E: GOLF HIRE

You are covered up to the amount specified on **your** policy schedule for the reasonable cost of hiring **golf equipment** from a recognised supplier for the rest of **your** trip or until **your** own or hired **golf equipment** has been returned to **you**, if:

- a. **Your** equipment is lost, stolen or damaged; or
- b. **Your** equipment is delayed for more than 12 hours on **your outward journey**.

Condition

1. In the event of a claim, **you** must provide the following documentation:
2. **Loss or theft:** report from police, plus receipts showing original and additional hire charges.
3. **Damage:** confirmation from hire company of damage sustained and additional charges incurred
4. **Delay:** confirmation from airline or transport company that equipment was delayed for over 12 hours on the **outward journey** plus receipt showing original and additional hire charges.

F: HOLE-IN-ONE

You are covered up to the amount specified on **your** policy schedule in respect of customary bar expenses incurred by **you** as a result of, and immediately subsequent to, achieving a hole-in-one during a competition round.

Condition

1. In the event of a claim **you** must provide a letter from the relevant Golf Club Secretary confirming the competition name and date, a certified copy of **your** score card, countersigned by **your** opponent and by the Official Scorer for the competition and an original, dated Golf Club bar receipt.

Not Covered

1. The policy **excess** of €70 (except under E: Golf Hire and F: Hole-in-One);
2. Anything not covered in Section 8, Baggage;
3. Anything listed in 'GENERAL EXCLUSIONS'.

Section 16 - WINTER SPORTS COVER

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON **YOUR** POLICY SCHEDULE)

WINTER SPORTS MEDICAL

The Emergency Medical Expenses section of this policy is extended to cover **you** whilst partaking in **winter sports**.

WINTER SPORTS LIABILITY

The Personal Liability section of this policy is extended to cover **you** whilst partaking in **winter sports**.

Not Covered

1. If **you** do not adhere to the International Ski Federation code or the resort regulations;
2. Ski jumping, ice hockey, the use of skeletons or bobsleighs, taking part in International and National events, their heats or officially organised practice or training for these events;
3. Anything listed in 'GENERAL EXCLUSIONS'.

Section 17 - PISTE CLOSURE

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON **YOUR** POLICY SCHEDULE)

Covered

You are covered up to the amount specified on **your** policy schedule (up to the maximum amount specified on **your** policy schedule) if there is a lack of snow or bad weather conditions in **your** holiday resort and the pistes are closed, preventing **you** from **winter sports**. Cover is only available during the months that constitute the local regular ski season and where **you** purchased **your** policy more than 14 days before **your** departure date.

Condition

1. In the event of a claim **you** must provide documentation from the resort's management confirming how long the pistes were closed at **your** resort and the reason.

Not Covered

- 1 Anything listed in 'GENERAL EXCLUSIONS'.

Section 18 - WINTER SPORTS HIRE

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON **YOUR** POLICY SCHEDULE)

Covered

You are covered up to the amount specified on **your** policy schedule for the reasonable cost of hiring **winter sports equipment** for the rest of **your** trip or until **your** own or hired **winter sports equipment** has been returned to **you**, if:

- a. **Your** equipment is lost, stolen or damaged; or
- b. **Your** equipment is delayed for more than 12 hours on **your** outward journey.

Condition

1. In the event of a claim **you** must provide the following documentation:
 - a. **Loss or theft:** report from police, resort management or tour operator plus receipts showing original and additional hire charges.
 - b. **Damage:** confirmation from the hire company of damage sustained and additional charges incurred.
 - c. **Delay:** confirmation from the airline or transport company that **your** equipment was delayed for over 12 hours on the **outward journey** plus a receipt showing original and additional hire charges.

Not Covered

1. Anything listed in 'GENERAL EXCLUSIONS'.

SECTION 19 - WINTER SPORTS PACK

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON **YOUR** POLICY SCHEDULE)

Covered

You are covered up to the amount specified on **your** policy schedule for the value of the unused portion of **your** ski school, lift pass and **winter sports equipment** hire costs limited to the amount specified on **your** policy schedule per week, if:

- a. **You** have an accident or **you** are ill;
- b. **Your** lift pass is lost or stolen.

Condition

1. In the event of a claim **you** must provide the following documentation:
 - a. **Accident or illness:** medical report confirming the reason and length of time **you** were unable to undertake **your** planned activity plus the original lift pass and evidence of initial cost.
 - b. **Loss or theft:** report from police or resort management plus evidence of initial cost and cost of replacement pass.

Not Covered

1. The policy **excess** of €70;
2. If **you** do not adhere to the International Ski Federation code or the resort regulations;
3. Anything not covered in Section 8, Baggage;
4. Anything not covered in Section 3, Emergency Medical Expenses;
5. Ski jumping, ice hockey, the use of skeletons or bobsleighs, taking part in International and National events, their heats or officially organised practice or training for these events;
6. Anything listed in 'GENERAL EXCLUSIONS'.

Section 20 - WINTER SPORTS EQUIPMENT

(THIS SECTION APPLIES WHEN THE APPROPRIATE PREMIUM HAS BEEN PAID, AND ENDORSEMENT HAS BEEN MADE ON **YOUR** POLICY SCHEDULE)

Covered

You are covered up to the amount specified on **your** policy schedule for the value or repair of **your** own **winter sports equipment** (after making proper allowance for wear and tear and depreciation) or hired **winter sports equipment**, if they are lost, stolen or damaged during **your** trip. For skis and snowboards over 5 years old the maximum **we** will pay is €70.

Condition

1. In the event of a claim **you** must provide the following documentation:
 - a. **Loss or theft:** a report from police, resort management or tour operator; plus original receipt or proof of ownership and confirmation of second hand value from a specialist dealer where possible.
 - b. **Damage:** confirmation from a specialist dealer of the damage sustained and repair costs, or confirmation that damage is beyond economic repair, plus the second hand value prior to damage.

Not Covered

1. The policy **excess** of €70;
2. If **you** do not adhere to the International Ski Federation code or the resort regulations;
3. Anything not covered in **Section 8 Baggage**;
4. Ski jumping, ice hockey, the use of skeletons or bobsleighs, taking part in International and National events, their heats or officially organised practice or training for these events;
5. Anything listed in 'GENERAL EXCLUSIONS'.

THE INTERNATIONAL SKI FEDERATION SAFE SKIING CODE

The safety of **yourself** and others is paramount to **us**, which is why we recommend that **you** observe the International Ski Federation safe skiing code, both on and off-piste.

RESPECT FOR OTHERS

You must behave in such a way that **you** do not endanger others.

CONTROL OF SPEED AND SKIING

You must be in control, and adapt your speed and manner of skiing to your ability and the prevailing conditions of terrain, snow and weather, as well as to the density of other skiers.

CHOICE OF ROUTE

You must choose your route in such a way that, when coming from behind, you do not endanger others ahead.

OVERTAKING

Make sure that you leave enough room when overtaking others for any voluntary or involuntary movements that they may make.

ENTERING AND STARTING

When entering a marked run, or starting again after stopping, make sure that you look both up and down the run to ensure that you can do so without endangering yourself or other skiers.

STOPPING ON THE PISTE

Unless absolutely necessary, you must avoid stopping on the piste in narrow places or where visibility is restricted.

CLIMBING AND DESCENDING ON FOOT

When climbing or descending on foot, you must keep to the sides of the piste.

RESPECT FOR SIGNALS AND MARKINGS

You must respect all signals and markings.

ASSISTANCE

If an accident occurs, every skier is duty bound to assist.

IDENTIFICATION

Following an accident, every skier and witness, whether responsible or not for causing the accident, must exchange names and addresses.

EXTRAORDINARY RISKS (CONSORCIO) – Applies to Residents of Spain Only

CONSORTIUM OF INSURANCE COMPENSATION

In accordance with the provisions of Sections 6 and 8 of the Legal Statute of the Insurance Compensation Board ("Estatuto Legal del Consorcio de Compensación de Seguros") promulgated by Section 4 of Act 21/1990 of 19 December (Official State Gazette of the 20th) the Policyholder under an insurance contract which includes an obligatory surcharge in favour of the said Public Body as referred to in Section 7 of the said Legal Statute is entitled to arrange cover in respect of extraordinary risks with any insurer fulfilling the conditions laid down by current legislation with the Insurance Compensation Board meeting compensation deriving from claims arising in respect of extraordinary circumstances in Spain which affect the risks situated therein in favour of Insured persons who having paid the corresponding surcharges to the same are in one of the following situations:

- a) The extraordinary risk covered by the Insurance Compensation Board is not covered by this insurance policy.
- b) Even if covered by this insurance policy the obligations of The Insurer cannot be met because it has been declared insolvent in temporary receivership or being in a situation of insolvency is subject to liquidation proceedings or the same have been taken over by the Insurance Company Liquidation Commission. The Insurance Compensation Board shall operate in accordance with the provisions of the said Legal Statute amended by Act 30/1995 of 8 November on the Regulation and Supervision of Private Insurance (Official State Gazette of the 9th) the Insurance Contracts (Act 50/1980 of 8 October) Royal Decree 2022/1986 of 29 August promulgating the Regulations regarding Extraordinary Risks to People and Property (Official State Gazette of 1 October) and complementary provisions.

Extraordinary Risks (Consortio) only applies to those habitually living within the territorial borders of Spain.

CLAIMS PROCEDURE

Medical

The **assistance service** will confirm whether **your** treatment or expenses are covered under the terms of **your** policy and can liaise directly with hospitals regarding **your** medical requirements and payment of bills. Should **you** require specialist travel arrangements, the **assistance service** can make appropriate arrangements, based on medical necessity.

In some cases it may be easier to pay minor expenses **yourself**. If **you** are in any doubt as to whether these costs will be covered, contact the **assistance service** for prior authorisation. Keep all receipts and medical reports and submit a claim when **you** return home.

Curtailed

Call the assistance service if **you** need to return early for an insured reason.

All other claims:

- Check the relevant policy section to see if **you** are covered.
- Check what documentation is required to make a claim.
- Contact the Claims Service to request a claim form.
- Submit **your** claim within 28 days of returning home. (In certain cases **you** may wish to claim whilst still

travelling – this is possible but **you** must still adhere to the usual claims requirements).

- Any loss or damage to baggage etc. whilst in the custody of carriers (airline, bus company etc.) must be notified immediately in writing to the carrier but in any event within 3 days and a property irregularity report obtained and sent to the claims service.
- Any loss of money or **personal baggage** must be reported to the police within 24 hours of discovery and a written report obtained and sent to the claims service.
- Keep copies of **your** completed claim form and all supporting documentation (originals must be submitted to the Claims Service).
- Keep any damaged items that are the subject of a claim. They may be required for salvage/assessment.
- All claims correspondence should be forwarded to Iberian Claims Service. They can be contacted as follows:

Iberian Claims Service, Apartado de Correos 87, 11300 La Linea, Cadiz, Spain.
Tel: +34 956 695 596 Fax: +34 956 794 681 E-mail: travelclaims@iberianclaims.com

CLAIM CONDITIONS

1. **You** must exercise reasonable care to prevent illness, accidental injury, loss or damage and exercise all reasonable care for the safety and supervision of **your** property as if uninsured.
2. Original receipts and/or proof of ownership and value must be supplied in the event of a claim.
3. **You** must take all reasonable steps to recover any lost or stolen article.
4. If we require any medical certificates, information, evidence or receipts, these must be obtained by **you**, at **your** expense.
5. If any claim is found to be fraudulent, in amount or in any other respect, this will invalidate **your** insurance and all claims will be forfeited.
6. This insurance policy does not cover any claim which, but for the existence of this insurance, would be covered under any other insurance policy(ies). This includes any amounts recovered by **you** from private health insurance, EHC payments, any reciprocal health agreements, airlines, hotels, home contents insurers or any other recovery by yourself which is the basis of a claim. If at the time of making a claim, we decide to settle our liability under **your** policy and there is another policy covering the same risk, we will be entitled to contact that insurer for a contribution under our rights of subrogation.
7. **We** may, at any time, pay **our** full liability under the policy in final settlement.
8. **We** may, at our own expense, take proceedings in **your** name to recover compensation or secure an indemnity from any third party, insurance company, reciprocal health agreement, airline or hotel. Any monies so recovered or secured shall belong to us.
9. In the event of a claim, if we require a medical examination **you** must agree to this. In the event of death, we are entitled to a post mortem examination. The medical examination and post mortem would be at **our** expense.
10. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from us.

11. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for our benefit against any other party.

COMPLAINTS PROCEDURE

We aim to provide a first class level of service at all times. If, for any reason, **you** feel that **our** service is not of the standard **you** would expect, please tell **us**.

You should address any enquiries or complaints, in writing, to:

The Managing Director
Ibex Insurance Services Limited
68, Irish Town
Gibraltar

If **you** remain dissatisfied, **you** may write to:

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

Please note that the Financial Ombudsman Service will not consider **your** complaint until **you** have received a final decision from Ibex Insurance Services Limited.

The existence of these Internal arrangements does not affect **your** right to take immediate legal action against PTI Insurance Company Limited.