



Personal Travel Insurance

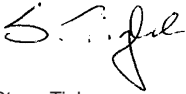
Your Policy

YOUR TRAVEL INSURANCE FOR YOUR PEACE OF MIND

PLEASE take a little time to read and understand what **We** will cover and what **We** will not cover along with what **You** should do in the event of a claim to avoid any frustration or disappointment.

We would also like to draw **Your** attention to restrictions on this policy in terms of age and **Pre-Existing Medical Condition(s)** as outlined in this policy document.

After reading this document, if **You** decide the terms of the insurance contract does not meet **Your** requirements **You** can, **WITHIN 14 DAYS OF THE DATE YOU RECEIVED THIS DOCUMENT**, return it to AllClear Travel Insurance, for a full refund of premium.



Steve Tighe
General Manager

TRAVEL INSURANCE

This travel insurance has been arranged on behalf of:

AllClear Travel Insurance Limited registered in England No 4255112. The Registered Address is 6th Floor, Regent House, Hubert Road, Brentwood, Essex, CM14 4JE. Authorised and Regulated by the Financial Services Authority firm reference 311244.

The Insurer for this policy is:



White Horse Insurance Ireland Ltd

Registered Office:

14 Clyde Road, Ballsbridge, Dublin 4

This evidence of insurance is to confirm that those persons who have paid the appropriate premium are insured under Master Certificate Number **WHIL/ALLCLEARCRUISE/10/2009**

This document only constitutes a valid evidence of insurance when it is issued in conjunction with a validation certificate issued between 15th October 2009 and 14th October 2010.

All single trip travel must be completed by 15/4/2012

GEOGRAPHICAL LIMITS

Single trip

Region 1 - The United Kingdom of Great Britain and Northern Ireland, The Scilly Isles, The Isle of Man and the Channel Islands

Region 2 - means the continent of Europe west of the Ural Mountains including The Republic of Ireland. All countries bordering the Mediterranean sea, as well as Madeira and the Azores, but excluding those countries mentioned in Region 3

Region 3 - means Spain, The Canaries, Turkey, Cyprus, Malta and Switzerland

Region 4 - means anywhere in the world except USA, Canada, Caribbean, South Africa, Japan, Hong Kong and Singapore.

Region 5 - means South Africa, Japan, Hong Kong and Singapore

Region 6 - means anywhere in the world including USA, Canada and Caribbean

Annual Multi-Trip

Region 7 - means the continent of Europe west of the Ural Mountains including The Republic of Ireland, all countries bordering the Mediterranean Sea as well as Madeira and The Azores.

Region 8 - means anywhere in the world except USA, Canada and the Caribbean

Region 9 - means anywhere in the world including USA, Canada and the Caribbean.

POLICY AGE LIMITS

Single Trip - No age limit.

Annual Multi Trip - Max 64 Years at time of booking **your trip**.

READ ME FIRST

EVIDENCE OF COVER

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

CONDITIONS, EXCLUSIONS AND WARRANTIES

Conditions and exclusions will apply to individual sections of **your** evidence of cover while general exclusions and conditions will apply to the whole of **your** evidence of cover. It is a condition of this evidence of cover that all material facts must be disclosed to AllClear Travel Insurance at the time of taking out this insurance. Failure to do so may result in the **Insurer's** non-liability for claims.

DANGEROUS SPORTS OR PASTIMES

You are only covered under the evidence of cover for claims arising from certain **Hazardous Activities**. If **you** require cover for activities not listed within this booklet please contact AllClear Travel Insurance.

PROPERTY CLAIMS

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

PERSONAL LIABILITY

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

POLICY LIMITS

All sections of **your policy** have limits on the amount the **Insurer** will pay under that section. There are also specific limits under the **Personal Possessions** section for: any **Single Item**; **Valuables**, items for which an original receipt, proof of purchase or an insurance valuation is not supplied.

POLICY EXCESSES

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

REASONABLE CARE / UNATTENDED PROPERTY

You must exercise reasonable care to prevent **illness**, injury or loss or damage to **your** property, as if uninsured. There is no cover for property left **unattended** in a place to which the general public has access. There is no cover for loss of **money** which was not carried on the **Insured's** person unless placed in a safety deposit box or similar locked, fixed receptacle.

COMPLAINTS PROCEDURE

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

CANCELLATION PERIOD

If, after reading this policy **you** are not satisfied with it for any reason, **you** must return the **certificate** to **AllClear Travel Insurance** within 14 days of receipt in order to receive a full refund of premium, provided that a claim does not exist and that travel has not taken place.

INFANTS

Please note that any person under the age of 2 years old at the time of inception of this insurance, will be insured for free once travelling with an insured adult.

MATERIAL FACTS

You MUST disclose all material facts. A material fact is one that is likely to influence the **Insurer** in accepting **your** insurance.

If **you** are in any doubt as to whether a fact is 'material', **you** should tell **AllClear Travel Insurance**. If the fact is considered to be material, **you** should seek written confirmation. If **you** do not disclose material facts, it may result in **your** claims being invalid.

MEDICAL HEALTH REQUIREMENTS

This **policy** has been specially designed for travellers with pre-existing medical conditions or disabilities. When **you** called the **AllClear call-centre** or accessed the **AllClear web-site** to arrange cover, **we** asked **you** various health questions before **we** gave **you** a quotation. Moreover, in some cases, after giving **you** a quotation to cover all **your** medical conditions, **we** may have offered an alternative quotation, at **your** request, to exclude cover for all medical conditions.

Questions originally asked

- 1) Have **you** or anyone in **your** party, or anyone on whose state of health **your** holiday plans depend:
 - a) Taken any prescribed medication or required medical treatment within the last two years?
 - b) Been a registered in or out-patient in the last two years?
 - 2) Been placed on a waiting list for investigations or treatment?
 - 3) Been diagnosed by a doctor or consultant as suffering from a terminal illness?

To avoid confusion, **we** want to highlight what **we** will, and will not, cover with regard to claims for ill-health.

Pre-existing medical conditions

We will cover **you** for those pre-existing conditions or disabilities **you** disclosed to **us** and **we** accepted in writing.

We will not cover **you** for ones **you** did not disclose to **us** or **we** did not accept in writing.

We will not cover **you** for all those **you** disclosed but elected not to cover.

You must check **your Policy** documents. The pre-existing conditions which **you** are covered for are set out in the

enclosed schedule headed "Demands and Needs Statement - Medical Condition Supplementary Information sheet". If they are not correct, please contact the **AllClear call-centre on 0845 250 5240**. Cancellation cover for pre-existing medical conditions starts three months before **your** journey starts. However, for "new" medical problems i.e. those which are not related to pre-existing ones, cancellation cover applies as soon as the premium has been paid or from commencement date and the **policy** wording is issued.

Electing to exclude cover for all medical conditions

We strongly recommend **you** pay for cover for all pre-existing medical conditions. Whilst **you** may reduce **your** premiums by excluding all declared conditions, **you** are exposing yourself to potentially medical and repatriation expenses in the event of suffering a medical problem whilst on **your** journey. If **you** originally elected to exclude all declared conditions, but change **your** mind before commencing travel, please ring the **AllClear call-centre on 0845 250 5240**. In most cases, **we** can add all conditions for an additional premium.

All medical conditions

We will not cover **you** for any medical condition or disability (pre-existing or otherwise) if:

- 1) **your** state of health is significantly worse than **you** told **us**;
- 2) **you** know **you** have a terminal condition, but have not told **us**;
- 3) **you** know **you** will need medical treatment during **your** journey;
- 4) one of the purposes of **your** journey is to obtain medical treatment;
- 5) **you** are travelling against the advice of a **medical practitioner**;
- 6) **you** are not fit to travel on **your** journey.

Waiting lists

If **you** are on a waiting list for medical treatment or investigation which may mean **you** have to cancel or curtail **your** journey, **we** will not cover these cancellation or curtailment costs unless **you** have paid the required additional premium for waiting list cover. Refer to **your policy certificate** for cover details. If **you** think **you** have paid for this cover, please check **your certificate** to confirm this.

Change in state of health

You must tell **us** if **your** state of health changes before **you** commence **your** journey, i.e. if **you** develop a new medical condition or an existing one deteriorates. Please call the **AllClear call-centre 0845 250 5240**. **We** have the right to amend, restrict or cancel **your** cover under this **policy**.

Non-travelling relatives

You may have a close **relative** with a medical condition who is not travelling with **you**. In some cases, if their state of health deteriorates greatly, **you** may want to cancel or curtail **your** journey. Subject to all the other terms and conditions, such claims are covered if the **relative's** doctor is prepared to state that at the date **you** bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition deteriorating to such a degree that this would become necessary. If the doctor will not confirm this, **your** claim is not covered.

POLICY CONTRACT PERIOD

Contract Period - Single Trip

A single return **trip**, as defined in the **Period of Insurance**, beginning and ending in the United Kingdom subject to a maximum limit of 365 days.

Contract Period - One way Trip

A single outward **trip**, as defined in the **Period of Insurance**, beginning in the United Kingdom. The **Period of Insurance** shall expire normally or in any event no later than 72 hours after the time the **Insured** first leaves the immigration control of their final destination country.

Contract Period - Annual Multi-Trip

Any number of return **trips** as defined subject to the following:

- a maximum duration on any one **trip** of 45 days.
- cover for overnight **trips** within **your country of residence** applies when accommodation is pre-paid & pre-booked for a minimum of 2 consecutive nights and a booking form confirming **your** reservation obtained.

PERIOD OF INSURANCE FOR SINGLE TRIP ONLY

The **trip duration** as shown in **your certificate**.

Cover under the Cancellation section of **your policy** starts from the date the **certificate** is issued and ends:

- a) at the start of **your trip** (other than for pre-existing medical conditions as stated above); or
- b) if a claim is made under the Cancellation cover.

The cover under all other sections of **your policy** starts at **your trip** departure and ends on:

- a) if a claim is made under the Cancellation cover or
- b) **your return home**, place of business, hospital or nursing home in the United Kingdom or
- c) the expiry of the **policy** or
- d) following **your** refusal and/or failure to return **Home** following confirmation from the treating doctor that **you** are fit and able to return **Home** or
- e) **your trip** exceeding the maximum trip length for single trips.

One-way trip cover - cover ends on:

- a) the expiry of the **policy**, or
- b) 72 hours after the time **you** first leave the immigration control of **your** final destination country.

PERIOD OF INSURANCE FOR AN ANNUAL MULTI-TRIP ONLY

The period starting and ending on those dates shown on **your certificate**.

Cover under the cancellation section of **your policy** (other than for pre-existing medical conditions as stated above), starts from the later of either:

- (a) the date of inception of the **certificate**, or;
- (b) the time at which the **trip** is booked;

and ends at which ever happens first:

- (a) the start of **your trip**, or;
- (b) the expiry of the Policy Contract Period.

The cover under all other sections of **your policy**, starts at **your trip** departure and ends on either:

- (a) **your return home**, or;
- (b) the expiry of this **policy**, or;
- (c) **your trip** exceeding the maximum trip length of 45 days, or
- (d) following **your** refusal and/or failure to return **Home** following confirmation from the treating doctor that **you** are fit and able to return **Home**, whichever is first.

The **Insurer** will not cover:

- Any person over the maximum **Policy Age Limit**;
- Any subsequent **trip** that starts after **you** have returned to **your home**, to a hospital or to a nursing home in the United Kingdom, unless **you** first call the **AllClear call-centre on 0845 250 5240** before departure;

Cover will automatically be extended day by day up to a maximum of 30 days after the expiry of the **policy** when the return is necessarily delayed as a result of ill-health of **you** or failure of **public transport** provided that the **Assistance Company** has been notified. Where the failure of **public transport** is the Cruise ship, notification to the **Assistance Company** is not required.

PREGNANCY

The **Policy** does not intend to cover the normal costs or losses otherwise associated with pregnancy (including multiple pregnancy) or childbirth. This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications. The **Policy** does, however, cover **you** should complications arise with **your** pregnancy due to **accidental bodily injury** or unexpected **illness** which occurs while on **your trip**.

Schedule of Benefits

YOUR HOLIDAY TRAVEL INSURANCE CONTRACT LIMITS OF COVER

DESCRIPTION	MAXIMUM COVER PER INSURED PERSON	*EXCESS
Cancellation and Curtailment	£5,000/£10,000/£15,000/£20,000/ £25,000 (as stated in your policy certificate)	£75 (£15 Deposits)
Emergency Medical Expenses (incl. Emergency Repatriation)	£5,000,000	£75
Dental	£250	Nil
Transportation of remains or Funeral Expenses Abroad	£1,500	Nil
Hospital Benefit	£600 (£30 per day)	Nil
Personal Possessions subject to the following sub-limits	£2,500	£75
Single Article Limit	£250	£75
Valuables Limit in Total	£300	£75
Emergency Purchases - Baggage Delay	£200	Nil
Travel Documents including Passport	£500	£75
Mobility Aids (as defined)	£2,500	£75
Personal Money	£500	£75
Cash Limits	£300	£75
Cash Limits aged under 18 years	£150	£75
Personal Accident		
Aged 18 - 64 years		
Death Benefit	£30,000	
Loss of Limb or Sight	£30,000	
Permanent Total Disablement	£30,000	Nil
Aged under 18 or over 65 years		
Death Benefit	£2,000	
Hijack	£50 for each 24 hour period. Up to £1,000	Nil
Mugging	£50 for each 24 hour period. Up to £1,000	Nil
Missed Departure	£1,000	£75
Delayed Departure	£20 per 12 hours Up to £200	Nil
Holiday Abandonment	£5,000/£10,000/£15,000/£20,000/£25,000 (as stated in your policy certificate)	£75
Personal Liability	£2,000,000	Nil
Pet Care	£400	£75
Legal Expenses	£30,000	Nil
Travel and Accommodation Expenses in Pursuit of a Legal Action	Up to £1,000	Nil
Stateroom Confinement	£100 for each 24 hour period. Up to £600	Nil
Unused Excursions	£500	Nil
Missed Port	£50 for each port missed. Up to £500	Nil

*The **excess** is the first amount **you** and each person named under the insurance **certificate** have agreed to pay towards a claim under each section of this **policy**.

Schedule of Benefits

THE FOLLOWING SECTIONS ONLY APPLY IF THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID AND COVER IS SHOWN ON YOUR CERTIFICATE OF INSURANCE

DESCRIPTION	MAXIMUM COVER PER INSURED PERSON	*EXCESS
Winter Sports		
Ski Equipment	£400	£75
subject to single article limit	£200	
Ski Hire	£15 for each 24 hour period Up to £150	£75
Ski Pack	£250	£75
Piste Closure	£30 for each 24 hour period Up to £300	Nil
Delay due to Avalanche	£300	£75
Golf Cover		
Golf Equipment	£750	£75
subject to single article limit	£200	
Equipment hire	£375	£75
Green Fees	£375	Nil
Hole in one cover	£100	Nil
Wedding Cover (limits per couple)		
Wedding Gifts	£1,000	£25
subject to single article limit	£250	
Photographs/Video Recording	£750	£25
Ceremony Attire	£1,500	£25
Wedding Rings, Flowers and Cake	£250	£25

*The **excess** is the first amount **you** and each person named under the insurance **certificate** have agreed to pay towards a claim under each section of this **policy**.

DEFINITIONS

Any word defined below will have the same meaning wherever it is shown in **your policy** in bold print.

These definitions have been listed in alphabetical order.

Accident, Accidental

A sudden, unexpected event caused by something external and visible, which results directly and solely in loss, damage or physical **bodily injury**.

Act of Terrorism

An act, including but not limited to the use of force or violence and/ or the threat of any person or group of persons whether acting alone, or on behalf of, or in connection with any organisation, or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or the public, or any section of the public in fear.

Assistance Company

AXA Assistance

Tel: 0044 845 271 2457

24 hours a day, 365 days a year.

Bodily Injury

Means an identifiable physical injury sustained by **you** caused by sudden, unexpected, external and visible means.

Business Equipment

Computer equipment, communication devices and other business related equipment that is carried by **you** in the course of **your** business.

Cancellation Costs

Travel, accommodation, car hire and excursions paid or contracted to be paid by **you** in respect of **your trip**.

Cash

Bank currency notes & coins.

Ceremonial Attire

Clothing and accessories of a formal nature worn by the bride & groom (or **civil partners**) at the **Wedding Ceremony**.

Certificate

An insurance validation certificate issued by **AllClear Travel Insurance** which describes **you** and the **Insured** person(s) who are covered under this **policy**.

Civil Partnerships

Is a legal union between two people of the same sex.

Claims Handler

White Horse Administration Services Ltd,

Tel: 0871 664 7995 (Calls from a BT landline cost 10p per minute. Calls from mobiles and other networks may be extra) quoting reference **WHIL/ALL CLEARCRUISE/10/2009**

Close Business Associate

A person in the same employment as **you** in **your country of residence**, whose absence from work or place of employment for one or more complete days at the same time as **you**, prevents the effective continuation of that business.

Common-Law Partner(s)

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

Country of Residence

The country of permanent residence in which **you** live, for no less than 6 months of the year.

Curtailed Costs

Travel costs necessary to return **you home** before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day of **your trip**.

The following are not included in the definition:

- all costs attributable to the outward and return travel tickets, whether used or unused.

Excess

The first amount **you** and each person named under the insurance **certificate** have agreed to pay towards a claim under each section of this **policy**, as outlined within the Schedule of Benefits.

Family

Two (2) adults and all dependent children under the age of 18 in full time education.

Fragile Articles

Means any item(s) carried as **your personal possessions** which could be easily damaged or destroyed.

Golf Equipment

Golf Clubs, Golf Bags, Golf Shoes, Golf Trolley

Hazardous Sports & Activities

The following activities are included within the cover as standard, as long as they are amateur activities, conducted under adequate supervision and on an incidental basis.

Archery, badminton, baseball, basketball, beach games, black water rafting (Grade 1 to 4), bungee jumping (Maximum of two jumps), canoeing (excluding white water canoeing of any grade), cricket, cycling (excluding BMX or mountain biking), dinghy sailing, fell walking, fencing, fishing (excluding wade fishing), football, golf, hiking (under 2,000 metres altitude), horse riding (excluding jumping, hunting, polo and racing), hot air ballooning which has been booked in the United Kingdom prior to departure, jet boating, jet skiing, jogging, marathon running, motorcycling up to 125cc (Providing rider holds a full driving license and is wearing a crash helmet), netball, orienteering, paintballing (Providing protective eye-wear and clothing worn), parascending (over water), pony trekking, racquetball, rambling, river canoeing, roller skating, roller blading, rounders, rowing, safari (if pre-booked through United Kingdom operator, excluding the use of firearms), sail boarding, sailing within **territorial waters**, scuba diving up to 15 metres (excluding solo dives and no dives less than 24 hours before departure), skate boarding, snorkelling, squash, surfing, tennis, track events, trekking (under 2,000 meters altitude), triathlon, volleyball, water skiing, white water rafting (up to grade 4), windsurfing, yachting (inside **territorial waters**).

Hijack

Means when control of the vehicle, aircraft or vessel **you** are travelling in has been seized by force

Home

Your usual place of residence in the United Kingdom, for no less than 6 months of the year.

Illness

Any disease, infection or **bodily injury** which is unexpectedly contracted by **you** prior to **your trip** or unexpectedly manifests itself for the first time during **your trip**

Insurer

White Horse Insurance Ireland Ltd.

Insurance Premium Tax (IPT)

A Government tax which must be paid by **you** in addition to the insurance premium. Only residents of the Channel Islands and Isle of Man are exempt from taxation.

Medical Practitioner

Means a registered practicing member of the medical profession who is not related to **you** or any person with whom **you** are travelling

Mobility Aids

Wheelchair, motorised wheelchair, walking frame, walking stick or crutches, owned by **you**.

Mugging

Means a violent attack on **you** that takes place with a view to theft, and is made by person(s) not previously known to **you**.

One-way Trip

A journey where **you** are emigrating or returning to **your** usual **country of residence**, where **you** have no intention of returning to **your** departure country. The cover will begin when **you** leave **your** international point of departure and ends no later than 72 hours after the time **you** first leave the immigration control of **your** final destination country.

Pair or Set

Two or more items of **personal possessions**, which are complimentary or used or worn together.

Period of Insurance

For Single Trip Cover: The **trip** duration as shown in **your certificate**.

Cover under the Cancellation section of **your policy** starts from the date the **certificate** is issued and ends:

- a) at the start of **your trip** (other than for pre-existing medical conditions as stated above); or
- b) if a claim is made under the Cancellation cover.

The cover under all other sections of **your policy** starts at **your trip** departure and ends on:

- a) if a claim is made under the Cancellation cover or
- b) **your** return **home**, place of business, hospital or nursing home in the United Kingdom or
- c) the expiry of the **policy** or
- d) following **your** refusal and/or failure to return **Home** following confirmation from the treating doctor that **you** are fit and able to return **Home** or
- e) **your trip** exceeding the maximum trip length for single trips.

One-way trip cover - cover ends on:

- a) the expiry of the **policy**, or
- b) 72 hours after the time **you** first leave the immigration control of **your** final destination country.

Cover will automatically be extended day by day up to a maximum of 30 days after the expiry of the **policy** when the return is necessarily delayed as a result of ill-health of **you** or failure of **public transport** provided that the **Assistance Company** has been notified. Where the failure of **public transport** is the Cruise ship, notification to the **Assistance Company** is not required.

For Annual Multi Trip Cover: The period starting and ending on those dates shown on **your Certificate**.

Cover under the cancellation section of **your policy** (other than for pre-existing medical conditions as stated above), starts from the later of either:

- a) the date of inception of **your certificate**, or
 - b) the time at which the **trip** is booked;
- and ends at which ever happens first;
- a) the start of **your trip**, or;
 - b) the expiry of the **Policy** Contract period.

The cover under all other sections of **your policy**, starts at **your trip** departure and ends on either;

- a) **your** return **home**, or
- b) the expiry of this **policy**, or;
- (c) **your trip** exceeding the maximum **trip** length of 45 days, or
- (d) following **your** refusal and/or failure to return **Home** following confirmation from the treating doctor that **you** are fit and able to return **Home**, whichever is first.

The **Insurer** will not cover:

- Any person over the maximum **Policy Age Limit**
- Any subsequent **trip** that starts after **you** have returned to **your home**, to a hospital or to a nursing home in the United Kingdom, unless **you** first call the **AiClear call centre on 0845 250 5240** before departure:

Personal Money

Bank currency notes, coins and travellers cheques.

Personal Possessions

Luggage, clothing, **valuables** and personal items which are owned by **you** and have been either taken or purchased on the **trip**. The following are not included in the definition:

Animal skins, antiques, bicycles, binoculars, bonds, buggies, computer games and computer game consoles, computer or telecommunications equipment of any kind, contact or corneal lenses, coupons, diving equipment, documents of any kind, furs, ipods, marine and craft equipment, mobile phones, **money**, motor vehicles, MP3 players, musical instruments, prams, radios, sailboards or related equipment or fittings of any kind, securities, stamps, surfboards, tape recorders, television sets, travellers cheques, video equipment or DVD equipment of any kind.

Policy

Your certificate, this **policy** and endorsements.

Policy Age Limits

Single Trip - No Age limit

Annual Multi Trip - Max 64 years at time of booking **your trip**

Public Transport

A train, bus, coach, ferry service or scheduled airline flight operating to a published timetable to join the booked travel itinerary.

Redundancy, Redundant

You becoming unemployed under the Employment Protection Act. **You** must have been given a Notice of **Redundancy** and be receiving payment under the current **redundancy** payments legislation.

The following are not included in the definition:

- Any employment which has not been continuous and with the same employer;
- Any employment which is not on a permanent basis;
- Any employment which is on a short term fixed contract;
- Any instance where **you** had reason to believe that **you** would be made **redundant** at the time of booking **your** trip.

Relative

Brother, step brother, brother-in-law, **common law partner**, daughter, step daughter, adopted daughter, daughter-in-law, fiancé(e), grandchild, grand parents, legal guardian, parent, step parent, parent-in-law, sister, step sister, sister-in-law, son, step son, adopted son, son-in-law, foster child or spouse.

Single Item

Any one article, pair, set or collection owned by **you**.

Single Parent Family

One adult and all his/her dependent children under the age of 18 in full time education.

Ski Equipment

Skis, ski bindings, ski boots, ski poles, snowboard, snowboard bindings and snowboard boots owned by **you**.

Sports Equipment

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

The following are not included in the definition:

- ski equipment;
- golf equipment.

Territorial Waters

All waters within the jurisdiction of the country **you** are visiting during **your** trip.

Total Disablement

Means **you** are prevented from engaging in paid employment or paid occupation of any and every kind, except any occupation normally reserved for the disabled.

Travelling Companion

Any named person on **your** insurance **certificate** and/or booking invoice.

Travel Documents

Means passport, green cards, travel tickets and accommodation vouchers.

Trip, Trip Duration

A journey which begins when **you** leave **your home** and ends on **your** return, during the **period of insurance**, to either:

- (a) **your home**; or
- (b) a hospital or nursing home in the United Kingdom, following **your** repatriation.

Unattended

Means when **you** are not in full view of and not in a position to prevent unauthorized interference with **your** property or vehicle.

Valuables

Articles made of or containing gold, silver or other precious metals, camcorders, cameras, compact disc players, computer equipment, jewellery, leather goods, Mini-Disc players, MP3 players & iPods, photographic equipment, precious or semi-precious stones, silks, spectacles, sunglasses, telescopes, watches, owned by **you**.

Wedding Ceremony

Any ceremony that creates a contract of marriage that is legally enforceable within the United Kingdom

Wedding Gifts

Gifts for the bride and groom (or **civil partners**) presented for the purposes of celebrating the Wedding.

Wedding Rings

The ring(s) exchanged by the bride and groom (or **civil partners**) at the **Wedding Ceremony**.

Winter sports

Guided cross-country skiing (Nordic Skiing), mono skiing, off-piste skiing or snowboarding (in areas designated safe by resort management), recreational racing, skiing, snowboarding and snow sledging.

The following are not included in the definition, but not limited to:

Freestyle skiing, heli-skiing, ice hockey, luging, off-piste skiing or snowboarding in areas designated as unsafe by

resort management, off-piste skiing or snowboarding where there is an avalanche warning in place, parapenting, ski acrobatics and stunting, ski bob racing, ski-doing, ski flying, ski jumping, ski racing or training, the use of skeletons or bobsleighs, snow mobiling, tobogganing.

We/Us

AllClear Travel Insurance and/or White Horse Insurance Ireland Ltd

You/ Yours/ Insured

Any person named on the **certificate**.

SECTIONS OF COVER

The **Insurer** hereby agrees to the extent and in the manner hereinafter provided, to indemnify the **Insured** against loss or damage sustained or legal liability for accidents happening during the period stated in the **certificate**, after such loss, damage or liability are proved provided always that the liability of the **Insurer** shall not exceed the limits of liability as expressed in the attached terms and conditions or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed on behalf of the **Insurer**.

CANCELLATION AND CURTAILMENT

● What You Are Covered For:

If **your trip** is cancelled or curtailed due to any one of the reasons listed below occurring to **you, your travelling companion** or someone on whom **your trip** depends, during the **Period of Insurance**, the **Insurer** will indemnify **you** up to the amount shown in the Schedule of Benefits:

● Cancellation

travel, accommodation, car hire and excursions paid or contracted to be paid by **you** in respect of **your trip**, (prior to any occurrence giving rise to a claims under this section) which are not recoverable elsewhere.

● Curtailment

travel costs necessary to return **you home** before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day of **your trip** which is foregone and which are not recoverable (excluding pre-paid or contracted costs for transportation to return **home** and used travel ticket costs).

Reasons for Cancellation and Curtailment:

(a) death, **accidental bodily injury** or unexpected **illness** during the **period of insurance** of **you, your travelling companion**, or the person with whom **you** have arranged to stay whilst on the **trip, your relative** or **your close business associate**

(b) **you** being called for jury service, witness call or compulsory quarantine;

(c) **your** posting overseas or emergency and unavoidable requirements of duty in the Armed Forces, Police, Fire, Nursing or Ambulance Services;

(d) **your redundancy** notified during the **period of insurance** which qualifies for payment under the current **redundancy** payments legislation

(e) fire, flood or burglary at **your home** or place of business occurring or becoming apparent within 5 days prior to the commencement of the journey or holiday or during the course of **your** holiday.;

(f) **your** presence being required by the police following burglary at **your home** or **your** place of business; or

(g) **your, your spouse's** or **your common law partner's** pregnancy where birth is expected before or within 10 weeks of the booked return date or complications of pregnancy occurring prior to the thirtieth week if there have not been complications in any previous pregnancy.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Schedule of Benefits;

2. claims arising directly or indirectly as a result of a Pre-existing Medical Condition to **you, your travelling companion, your Relative** or **your Close Business Associate**, or the person with whom **you** have arranged to stay whilst on the **trip**, unless declared to and agreed in writing, with any required additional premium paid and/or amendments to policy conditions. In the case of a non-travelling **relative**, subject to all the other terms and conditions, such claims are covered if the **relative's** doctor is prepared to state that at the date **you** bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition deteriorating to such a degree that this would become necessary. If the doctor will not confirm this, **your** claim is not covered.

3. claims arising if **you**:

(i) are travelling against the advice of a **medical practitioner** or for the purpose of obtaining medical treatment; or

- (ii) are on a hospital waiting list or awaiting the results of medical investigations, unless declared and accepted by **us** in writing or
 - (iii) have received a terminal prognosis at the date of application, unless declared and accepted by **us** in writing
4. claims arising which are not supported by written medical confirmation and clinical reports from medical service providers, as well as all other proof of the happening of an event causing Cancellation or Curtailment;
 5. claims for any costs associated with unused timeshare property;
 6. claims arising where **you** have not received the necessary inoculations or vaccinations or obtain necessary passport and / or visas;
 7. claims arising from any loss resulting from the cancellation or delay of a flight, subsequent to **your** initial International departure from or return to **your country of residence**;
 8. claims arising from where **you** will not and/or cannot travel to an area subject to disease of epidemic or pandemic proportions.

SPECIAL CONDITIONS

It is a condition of this section that any claim for Cancellation be advised to **Claims Handlers** within 48 hours. Curtailment must be authorised by the **Assistance Company** if the cost of **your trip home** is more than £250, following confirmation from the treating doctor that it is medically necessary that the **Insured** curtails their **trip**. If **you** curtail **your trip** due to an **illness/death of a travelling companion, a relative, or a close business associate**, then **you** must also contact the **Assistance Company**, otherwise **your** claim may be declined. **You** must always mitigate **your** costs.

EMERGENCY MEDICAL EXPENSES AND REPATRIATION SPECIAL CONDITION

In the event of **your** death, incurring medical expenses in excess of £250, or **you** being involved in an **accident**, being admitted to hospital, or curtailing for medical reasons, the **Assistance Company** must be advised as soon as possible and liability shall only attach for expenses agreed by them. Failure to notify the **Assistance Company** could prejudice the **Insurer** and could result in the **Insurer's** non-acceptance of liability of such claims.

● What You Are Covered For:

The **Insurer** will reimburse **you** up to the amount shown in the Schedule of Benefits in respect of the following expenses necessarily incurred as a result of **you** sustaining **accidental bodily injury**, becoming ill or **your** death:

1 Emergency Medical Expenses

- (a) cost of medical, surgical or hospital treatment (including emergency dental treatment up to the amount shown in the Schedule of Benefits for the immediate relief of pain only). The **Insurer** reserves the right to repatriate when, in the opinion of the doctor in attendance and the **Insurer's** medical advisors, the **Insured** is fit to travel;
- (b) cost of transporting **you** remains to the United Kingdom, or the reasonable cost of a funeral in the country where death occurs, if other than **your** usual country of residence, up the amount shown in the Schedule of Benefits;
- (c) reasonable additional transportation and accommodation costs incurred by **you** and any one of **your travelling companions**, as a result of **you** receiving medical advice from the doctor in attendance and the **Insurer's** medical advisors that **your** originally planned return journey to the United Kingdom is impossible due to medical reasons. (Payment shall be based upon the average cost of transportation and accommodation incurred prior to the originally planned return date, at the **Insurer's** discretion).

2 Emergency Repatriation

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

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for

1. the **excess** (unless **you** use an EHC (European Health Insurance Card) which successfully reduces the amount of the claim) as shown in the Schedule of Benefits;
2. claims arising directly or indirectly as a result of a pre-existing medical condition of **you** or **your travelling companion**, unless declared to and agreed by **AllClear Travel Insurance** in writing, with any required additional premium paid and/or amendments to policy conditions;
3. claims arising if **you**:
 - (i) are travelling against the advice of a **medical practitioner** or for the purpose of obtaining medical treatment; or
 - (ii) are on a hospital waiting list or awaiting the results of medical investigations unless declared to and agreed by **AllClear Travel Insurance** in writing; or
 - (iii) have received a terminal prognosis at the date of application; unless declared and accepted by **us** in writing

4. claims arising for treatment or surgery which, in the opinion of the **Insurer's** medical advisors, is not essential or can reasonably be delayed until **your** return **home**;
5. claims arising from the additional costs of single or private hospital room accommodation;
6. claims arising from medical treatment of any kind received after **you** have returned to the United Kingdom;
7. claims arising from medical treatment of any kind not authorised at the time by a recognised registered **medical practitioner**;
8. claims arising from medical treatment of any kind occurring after **you** have refused the offer of repatriation when, in the opinion of the doctor in attendance and the **Insurer's** medical advisors, **you** are fit to travel;
9. claims arising in respect of elective medical treatment, physiotherapy treatment and other associated therapies;
10. claims arising out of **your** failure to contact the **Assistance Company**.

SPECIAL CONDITION

Should **you** require medical treatment in Australia, **you** should enrol with MEDICARE. It is not necessary to enrol on arrival. **You** can simply do this at the first occasion on which **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Should **you** be admitted to hospital, immediate contact must be made with the **Assistance Company** and their authority obtained in respect of any treatment NOT available under MEDICARE before such treatment is provided.

HOSPITAL BENEFIT

● What You Are Covered For:

The **Insurer** will pay **you** the amount shown in the Schedule of Benefits for each and every completed period of 24 hours for which **you** are an inpatient in a hospital abroad, as a direct result of **you** sustaining accidental **bodily injury** or unexpected **illness** which is covered under the Emergency Medical Expenses and Emergency Repatriation sections.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. claims where the **Assistance Company** has not been contacted and a recommended hospital has been appointed.

PERSONAL POSSESSIONS

● What You Are Covered For:

● Lost, Stolen or Damaged

The **Insurer** will reimburse **you** up to the amount as shown in the Schedule of Benefits, for the value of **personal possessions** and baggage taken or purchased on the **trip** by **you** which are accidentally lost, stolen or damaged. The maximum payment for any **single item** is shown in the Schedule of Benefits. The maximum payment for **valuables** is shown in the Schedule of Benefits. The maximum payment for any **single item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £60, subject to a maximum of £300 for all such items.

The maximum payment for **mobility aids** is shown in the Schedule of Benefits and includes necessary costs to hire other **mobility aids** in the event of loss or damage.

● Travel Documents

The **Insurer** will reimburse **you** up to the maximum as shown in the Schedule of Benefits for the value of **travel documents** held by **you** which are lost or stolen (and reasonable expenses directly consequential upon any such loss whilst abroad).

● Baggage Delay

The **Insurer** will reimburse **you** for the cost of emergency purchases, up to the maximum as shown in the Schedule of Benefits should **personal possessions** be delayed or lost in transit on the outward journey for more than 24 hours. Payment made under this heading will be set against the amount of any claim arising if the **personal possessions** and baggage are permanently lost. **You** must supply receipts for the items purchased and confirmation from the carrier of the length of delay.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Schedule of Benefits;
2. claims arising from breakage of **fragile articles** unless caused by fire or accident to a vehicle;
3. claims arising from damage caused by leakage of powder or liquid carried within **personal possessions**;
4. claims arising from theft which are not reported to any appropriate police authority or purser within 24 hours of discovery and an official written report obtained;

5. claims arising for loss or damage which are not reported to any appropriate authority within 24 hours of discovery and an official written report obtained (and specifically for claims arising against or in connection with carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official written report obtained). In the case of an airline, a Property Irregularity Report will be required;
6. claims arising for breakage of **sports equipment (unless ski equipment and appropriate wintersports cover has been effected)** whilst in use;
7. claims arising from delay, detention, seizure or confiscation by customs or other officials;
8. claims arising for loss, theft or damage to household goods or anything shipped as freight or under a bill of lading;
9. claims arising for loss or damage of dentures or bridgework.
10. claims arising for **personal possessions** left **unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property. Including, theft or damage occurring on a beach or in or around a swimming pool;
11. claims arising for loss, theft or damage of items from an **unattended** motor vehicle, unless taken from a locked boot, glove box or locked & secured roof box between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a written police report;
12. claims arising for loss or damage to items carried on a vehicle roof rack;
13. claims arising for loss, theft or damage to **valuables** which at the time of such loss, theft or damage were located in checked-in luggage or a motor vehicle;

SPECIAL NOTE:

The **Insurer's** liability for articles owned by the **Insured** shall be further limited to take into account wear and tear, as follows:

- Up to 1 year old - 90% of purchase price
- Up to 2 years old - 70% of purchase price
- Up to 3 years old - 50% of purchase price
- Up to 4 years old - 30% of purchase price
- Up to 5 years old - 20% of purchase price
- Over 5 years old - Nil

PERSONAL MONEY

● **What You Are Covered For:**

The **Insurer** will indemnify **you** up to the amount as shown in the Schedule of Benefits in respect of loss of **cash** which is the property of **you** and carried on **your** person (a reduced limit applies as shown in the Schedule of Benefits for children under 18 unless an adult premium has been paid for that person) or placed in a safety deposit box or similar locked, fixed receptacle. Cover for **Personal Money** is limited to the **Personal Money** limit as shown in the Schedule of Benefits.

● **What You Are Not Covered For:**

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **excess** as shown in the Schedule of Benefits;
2. claims arising for theft which have not been reported to any appropriate police authority or the ship's purser within 24 hours of discovery and an official written report obtained;
3. claims for loss which have not been reported to any appropriate authority within 24 hours of discovery and an official written report obtained (and specifically for claims arising against or in connection with carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official written report obtained);
4. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
5. claims arising from shortages due to error, omission or depreciation in value;
6. claims arising for loss or theft of **personal money** which at the time of such loss or theft was located in checked-in luggage or an **unattended** motor vehicle at any time;
7. claims arising for **personal money** left **unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property. Including loss or theft occurring on a beach or in or around a swimming pool.

PERSONAL ACCIDENT

● What You Are Covered For:

The **Insurer** will pay **you** or **your** estate the sum insured as shown in the Schedule of Benefits for one of the following losses resulting from an external **accident** sustained by **you**: death, loss of limb(s), loss of sight or permanent **total disablement**. Loss must occur within 180 days of the date of **accident**. No benefits shall be paid for more than one loss suffered.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. Any benefit where **your** death, injury or loss does not occur within 180 days of the **accident**.
2. Any benefit as a result of participating in a hazardous sport or leisure activity, unless **you** have paid the additional premium prior to travel, for that specific **hazardous activity** and cover is confirmed on **your certificate**.
3. Any benefit if **you** cannot prove to the **Insurer** that the permanent **total disablement** has continued for 12 months from the date of the injury and in all probability will continue for the remainder of **your** life.
4. More than one lump sum under this section.

HIJACK

● What You Are Covered For:

The **Insurer** will pay **you** the amount shown in the Schedule of Benefits for each and every completed period of 24 hours in the event of **hijack** of the **public transport** on which **you** are travelling.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

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

MUGGING BENEFIT

● What You Are Covered For:

The **Insurer** will pay **you** up to the amount shown in the Schedule of Benefits if, because of a **mugging** involving a violent and threatening attack, **you** receive **bodily injury** and need medical treatment.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. compensation for **mugging** unless **you** have made a report to the police within 48 hours of the incident and **you** have received written confirmation from the police and an appropriate medical report is obtained from the treating doctor.

MISSED DEPARTURE

● What You Are Covered For:

The **Insurer** will indemnify **you** up to the amount shown in the Schedule of Benefits, in respect of reasonable additional costs of travel and accommodation necessarily incurred if **you** are unable to reach the international point of departure of the booked travel itinerary on the initial outward journey or the final return journey to or from **your home** country only, as a consequence of the failure of **public transport** services or the accident/breakdown of a motor vehicle in which **you** are travelling.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **excess** as shown in the Schedule of Benefits;
2. claims arising as a result of **you** not having taken reasonable steps to complete the journey to the departure point on time;
3. claims arising from the failure of **public transport** services caused by strike, riot or civil commotion for which warning has been given prior to the commencement of departure to the departure point;
4. claims arising from the vehicle not having been properly serviced and maintained, in the event of vehicle breakdown;
5. claims arising from an accident/ breakdown of a motor vehicle, where no written evidence of such accident/ breakdown has been supplied.
6. claims arising from delay/cancellation of **public transport**, where no written evidence of such delay / cancellation has been supplied.
7. claims arising where Missed Departure is caused as a result of a delay in a prior connecting flight.

DELAYED DEPARTURE AND HOLIDAY ABANDONMENT

● What You Are Covered For:

If departure of the **public transport** on which **you** are booked to travel is delayed at the final departure point from or to the United Kingdom, for at least 12 hours from the scheduled time of departure as a result of strike or industrial action, adverse weather conditions or mechanical breakdown, the **Insurer** will compensate **you** as follows:

1. Delayed Departure

The amount shown in the Schedule of Benefits for the first full 12 hour period of delay, up to the maximum amount shown in the Schedule of Benefits, provided always that **you** obtain in writing from the carrier a statement confirming the length and exact nature of the delay.

2. Abandonment

If **you** choose to cancel **your trip** following a delay of not less than 24 hours beyond the scheduled departure time (and written confirmation obtained from the carrier), the **Insurer** will indemnify **you** up to the amount shown in the Schedule of Benefits for travel, accommodation, car hire & excursions paid or contracted to be paid by **you** in respect of **your own trip** (prior to any occurrence giving rise to a claim under this section) and which are not recoverable elsewhere.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Schedule of Benefits for Holiday Abandonment;
2. claims arising for delay caused by strike or industrial action, if the strike or industrial action was notified at the time the insurance was purchased;
3. **your** failure to check in as per **your** original itinerary;
4. any claim payable that can be paid under the section Missed Departure.

PERSONAL LIABILITY

● What You Are Covered For:

The **Insurer** will indemnify **you** up to the amount as shown in the Schedule of Benefits for the legal liability of the **Insured** for **accidental** injury to third parties and/or **accidental** damage to their property within the geographical limits of their policy. This cover is applicable only in respect of liability under the law of the country in which the event giving rise to the claim occurred, or under the laws of England and Wales (whichever is applicable to the case in point).

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. claims arising directly or indirectly from, happening through or in consequence of:
 - (i) employer's liability, contractual liability, or liability to a member of **your** family or **your travelling companion**;
 - (ii) animals belonging to, or in the care, custody or control of the **Insured**;
 - (iii) wilful, malicious or unlawful acts or the use of firearms;
 - (iv) the pursuit of trade, business or profession;
 - (v) ownership or occupation of land or buildings (other than **your temporary trip** accommodation); or
 - (vi) **you** being under the influence of alcohol or drugs;
2. claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft, watercraft, or any mechanically propelled conveyance;
3. claims for legal fees and costs resulting from any criminal proceedings;
4. any claim where **you** have cover under another insurance policy.

SPECIAL CONDITION

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

PET CARE

● What You Are Covered For:

In the event of a delay of more than 12 hours to **your** final planned inbound flight, rail or sea trip to the United Kingdom, which is covered under the Delayed Departure section of this **policy**, the **Insurer** will indemnify **you** up to the amount stated in the Schedule of Benefits in respect of additional kennel and/or cattery fees necessarily incurred as a direct result of the delay.

● What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. claims not substantiated by a written report from the carrier stating the length and exact nature of the delay;
2. claims arising from delay caused by strike or industrial action if already notified at the time the insurance was purchased.

LEGAL EXPENSES

● What You Are Covered For:

The **Insurer** will reimburse **you** up to the amount as shown in the Schedule of Benefits, for legal costs incurred by **you** in pursuit of legal proceedings against third parties (excluding any member of **your** or **your travelling companion's** family, **your travelling companion**, **close business associate** or employer) for any compensation owed to **you** arising directly from physical **bodily injury** or **your** death during the **period of insurance**.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. claims arising for any legal expenses incurred without prior written authorisation by the **Insurer**;
2. claims arising where the **Insurer** considers **your** prospects of success in achieving a reasonable benefit to be insufficient;
3. claims arising pursuant to a contingent fee agreement between **you** and **your** counsel/lawyer;
4. claims arising for any additional travel and accommodation expenses incurred over the amount shown in the Schedule of Benefits, whilst in pursuit of legal proceedings;
5. claims arising from **you** pursuing legal proceedings as part of and/or on behalf of a group or organisation;
6. claims incurred for any legal costs pursuant to a legal action against a travel agent, tour operator, carrier, the **Insurer**, the **Assistance Company**, **Claims Handlers** or **AllClear Travel Insurance**;
7. claims occurring under criminal law;
8. claims occurring or where the case is brought to court in more than one country.

SPECIAL CONDITIONS

The **Insured** must comply with the following procedures:

- a) the **Insured** shall apply to the **Insurer** for a written acknowledgement by the **Insurer** of the existence of a potentially viable claim;
- b) if an acknowledgement in (a) is granted, the **Insurer** shall initially pay up to 5% of the amount shown in the Schedule of Benefits for legal costs incurred by the **Insured** to determine the probability of success in achieving a reasonable benefit. This shall include an assessment of the legal liability of the potential defendant and the ability to collect damages from the potential defendant;
- c) the **Insurer** shall not be responsible for any legal expenses incurred prior to its issuing the **Insured** with a written acknowledgement of the existence of a potentially viable claim;
- d) in the event that the **Insured** is awarded compensation (by judgement or settlement), the **Insurer** shall be entitled to recover from the **Insured** or on behalf of the **Insured** any sum paid under any section of this **policy** on account of the same incident for which compensation is received.

STATEROOM CONFINEMENT

● What You Are Covered For:

Up to the amounts shown in the Schedule of Benefits for each 24 hour period that **you** are confined by the ship's medical officer to **your** cabin for medical reasons during the period of the **trip**.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for any confinement to **your** cabin which has not been confirmed in writing by the ship's medical officer.

UNUSED EXCURSIONS

● What You Are Covered For:

The **Insurer** will pay **you** up to the amount shown in the Schedule of Benefits, for the cost of excursions pre-booked, which **you** were unable to use as a direct result of being confined to **your** own cabin due to an **accident or illness** which is covered under the medical section of this **policy**.

● What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for any confinement to **your** cabin which has not been confirmed in writing by the ship's medical officer.

MISSED PORT

● What You Are Covered For:

In the event of the cancellation of a scheduled port visit due to adverse weather or timetable restrictions, as confirmed by the cruise operator in writing, the **Insurer** will compensate **you** as follows:

1. The amount in the Schedule of Benefits for each missed port, up to the maximum amount shown in the Schedule of Benefits, provided always that **you** obtain in writing from the cruise operator a statement confirming the reason for the missed port.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. claims arising from a missed port caused by strike or industrial action if strike or industrial action was notified at the time the insurance was purchased.
2. **your** failure to attend the excursion as per **your** itinerary.
3. claims arising from when **your** ship cannot put people ashore due to a scheduled tender operation failure.
4. claims where a monetary amount (including on board credit) of compensation has been offered by the ship or tour operator.

WINTER SPORTS COVER

Provided only when the appropriate additional premium has been paid and detailed on **your certificate**.

SKI EQUIPMENT

● What You Are Covered For:

The **Insurer** will indemnify **you** in respect of loss or breakage of **Ski Equipment** up to the amount as shown in the Schedule of Benefits for owned or hired **Ski Equipment**. In the case of owned **Ski Equipment**, each claim is subject to a maximum payment for any **single item** shown in the Schedule of Benefits.

● What You Are Not Covered For:

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **excess** as shown in the Schedule of Benefits;
2. claims arising for theft which are not reported to any appropriate police authority or ship's purser within 24 hours of discovery and an official written report obtained;
3. claims arising for loss or damage which are not reported to any appropriate authority within 24 hours of discovery and an official written report obtained. For claims arising against or in connection with common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery and an official written report obtained, will not be covered. In the case of an airline, a Property Irregularity Report will be required;
4. claims arising from delay, detention, seizure or confiscation by Customs or other officials.
5. claims arising for loss, theft or damage to anything shipped as freight or under a Bill of Lading.
6. claims arising for **Ski Equipment** left **unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of property;
7. claims arising for loss, theft or damage of items from an **unattended** motor vehicle, unless taken from a locked boot or lockable roof rack between 8am to 8pm local time and there is evidence of damage or forced entry which is confirmed by a written police report;
8. breakage, loss or theft of **Ski Equipment** over 5 years old;

SPECIAL NOTE:

The **Insurer's** liability for **Ski Equipment** owned by the **Insured** shall be further limited as follows:

- Up to 1 year old - 90% of purchase price
- Up to 2 years old - 70% of purchase price
- Up to 3 years old - 50% of purchase price
- Up to 4 years old - 30% of purchase price
- Up to 5 years old - 20% of purchase price
- Over 5 years old - Nil

SKI HIRE

● **What You Are Covered For:**

The **Insurer** will indemnify **you** up to the amount as shown in the Schedule of Benefits for each 24 hour period for the cost of necessary hire of **ski equipment** following:

- (a) loss, theft or breakage of **your ski equipment**; or
- (b) misdirection or delay in transit of **your ski equipment**.

● **What You Are Not Covered For:**

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **excess** as shown in the Schedule of Benefits;
2. claims arising for theft which are not reported to the appropriate police authority within 24 hours of discovery and an official written report obtained;
3. claims arising for loss or damage which are not reported to any appropriate authority within 24 hours of discovery and an official written report obtained. For claims arising against or in connection with common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery and an official written report obtained, will not be covered. In the case of an airline, a Property Irregularity Report will be required;
4. claims arising for loss, theft or damage to anything shipped as freight or under a Bill of Lading;
5. claims arising for property left **unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
6. claims arising for loss, theft or damage of items from an **unattended** motor vehicle, unless taken from a locked boot or lockable roof rack between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a written police report;
7. claims arising from delay, detention, seizure or confiscation by Customs or other officials.

SKI PACK

● **What You Are Covered For:**

The **Insurer** will indemnify **you** up to the amount as shown in the Schedule of Benefits, for the proportionate value of any ski pass, ski hire or tuition fee unused due to the following:

- (a) **you** being involved in an **accident** or due to **your illness**.
- (b) loss or theft of ski pass.

● **What You Are Not Covered For:**

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **excess** as shown in the Schedule of Benefits;
2. claims arising for theft which are not reported to any appropriate police authority within 24 hours of discovery and an official written report obtained;
3. claims arising for loss or damage which are not reported to any appropriate authority within 24 hours of discovery and an official written report obtained. For claims arising against or in connection with common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery and an official written report obtained, will not be covered. In the case of an airline, a Property Irregularity Report will be required;
4. claims arising for property left **unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. claims arising for loss or theft of items from an **unattended** motor vehicle, unless taken from a locked boot or lockable roof rack between 8am and 8pm and there is evidence of forced entry which is confirmed by a written police report;
6. claims arising directly or indirectly as a result of your pre-existing medical condition unless declared to and agreed in writing by **AllClear Travel Insurance** with any required additional premium paid and/or amendments to **policy** conditions.

7. claims arising from a medical condition which are not substantiated by a written report from the treating doctor confirming **your** inability to ski.

PISTE CLOSURE

● **What You Are Covered For:**

The **Insurer** will indemnify **you** up to the amount shown in the Schedule of Benefits in the event that, due to lack of snowfall or adverse weather in the pre-booked **winter sports** resort between the months of December to March and no alternative being available, **you** are unable to ski for a period in excess of 24 hours.

● **What You Are Not Covered For:**

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. claims arising which are not substantiated by a written report from the resort management.
2. claims arising due to lack of snow fall in a **Winter sports** resort which does not possess skiing facilities above 1,000 metres.

DELAY DUE TO AVALANCHE

● **What You Are Covered For:**

The **Insurer** will pay **you** up to the amount shown in the Schedule of Benefits for additional travel and accommodation expenses in the event that **your** outward or return journey is delayed for at least 12 hours beyond the scheduled departure time as a direct result of avalanche.

● **What You Are Not Covered For:**

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Schedule of Benefits
2. claims arising which are not substantiated by a written report from the resort management.

GOLF COVER

Provided only when the appropriate additional premium has been paid and detailed on **your certificate**.

● **What You Are Covered For:**

(a) Golf Equipment

The **Insurer** will indemnify **you** up to the amount shown in the Schedule of Benefits for loss, theft or breakage of **golf equipment**. The maximum payment for any **single item** is shown in the Schedule of Benefits. The maximum payment for any **single item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £60 subject to a maximum of £300 for all such items.

● **What You Are Not Covered For:**

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **excess** as shown in the Schedule of Benefits
2. claims arising for theft which is not reported to any appropriate police authority or ship's purser within 24 hours of discovery and an official written report obtained;
3. claims arising for loss, theft or damage which is not reported to any appropriate authority within 24 hours of discovery and an official written report obtained (and specifically for claims arising against common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official written report obtained). In the case of an airline, a Property Irregularity Report will be required;
4. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
5. claims arising for loss, theft or damage to **golf equipment** shipped as freight or under a Bill of Lading;
6. claims arising for **golf equipment** left **unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
7. claims arising for loss, theft or damage of **golf equipment** from an **unattended** motor vehicle, unless taken from a locked boot and there is evidence of forced entry which is confirmed by a written police report;
8. claims arising for loss, theft or damage to **golf equipment** carried on a vehicle roof rack;
9. breakage of **golf equipment** over 5 years old.

(b) Golf Equipment Hire

● **What You Are Covered For:**

The **Insurer** will indemnify **you** up to the amount shown in the Schedule of Benefits for the cost of necessary hire of **golf equipment** following:

- (a) loss or breakage of **your golf equipment**; or
- (b) the misdirection or delay in transit for at least 12 hours of **your golf equipment**.

● **What You Are Not Covered For:**

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. the **excess** as shown in the Schedule of Benefits
2. claims arising for theft which is not reported to the appropriate police authority or ship's purser within 24 hours of discovery and an official written report obtained;
3. claims arising for loss, theft or damage which is not reported to any appropriate authority within 24 hours of discovery and an official written report obtained (and specifically for claims arising against common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official written report obtained). In the case of an airline, a Property Irregularity Report (PIR) will be required;
4. claims arising for loss, theft or damage of **golf equipment** shipped as freight or under a Bill of Lading.
5. claims arising for **golf equipment** left **unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
6. claims arising for loss, theft or damage of **golf equipment** from an **unattended** motor vehicle, unless taken from a locked boot between the hours of 8am and 8pm, and there is evidence of forced entry which is confirmed by a written police report;
7. claims arising for loss, theft or damage of **golf equipment** carried on a vehicle roof rack.

(c) Green Fees

● **What You Are Covered For:**

The **Insurer** will indemnify **you** up to the amount shown in the Schedule of Benefits, for the proportionate value of any non-refundable, pre-paid green fees, **Golf Equipment** hire or tuition fee necessarily unused due to the following:

- (a) **you** being involved in an **accident** or due to **your illness**; or
- (b) loss or theft of documentation which prevents the participation in the pre-paid golfing activity.

● **What You Are Not Covered For:**

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. claims arising from a medical condition which is not substantiated by a written report from the treating doctor confirming **your** inability to play golf.
2. claims arising for theft which is not reported to the appropriate police authority within 24 hours of discovery and an official written report obtained
3. claims arising for loss or theft which is not reported to any appropriate authority within 24 hours of discovery and an official written report obtained (and specifically for claims arising against common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official written report obtained). In the case of an airline, a Property Irregularity Report will be required;
4. claims arising for property left **unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. claims arising for loss, theft or damage of items from an **unattended** motor vehicle, unless taken from a locked boot between the hours of 8am and 8pm and there is evidence of forced entry which is confirmed by a written police report;

HOLE IN ONE COVER

● **What You Are Covered For:**

The **Insurer** will pay up to £100 for customary bar expenses **you** incur as a result of, and immediately subsequent to, **you** achieving a hole in one during a competition round.

● **What You Are Not Covered For:**

In addition to the General Exclusions of the policy, the **Insurer** shall not be responsible for:

1. any claims unless **you** obtain a written statement from the Golf Club Secretary confirming the competition name and date;
2. any claim unless **you** obtain a certified copy of **your** score card countersigned by **your** opponent and by the Official Scorer for the competition;
3. any claim unless **you** obtain a dated Golf Club bar receipt to show the sum that **you** have paid.
4. any claim if **you** are aged 18 years or under.
5. subsequent claims under this section when the limit of £100 has already been paid.

WEDDING COVER

Provided only when the appropriate additional premium has been paid and detailed on **your certificate**.

WEDDING GIFTS

● What You Are Covered For:

The **Insurer** will pay up to the amount shown in the Schedule of Benefits for loss of or damage to **Wedding Gifts** due to **accident**, fire or theft by violent, visible and forcible entry thereto, whilst being stored by **you** or **your** parents. This cover also applies whilst gifts are in transit or on display at the Reception. Cover applies 48 hours prior to the **Wedding Ceremony** and for a subsequent 24 hours after the Reception thereafter, or until a claim is made under this Section of the **policy**, whichever occurs first.

● What You Are Not Covered For:

1. the **excess** as shown in the Schedule of Benefits.
2. any loss (other than by damage) not reported to the police or the ship's purser within 24 hours of discovery and an official written report obtained..
3. loss or damage of **Wedding Gifts** covered under a household All Risks policy.
4. Loss or damage by theft or attempted theft of any **Wedding Gifts** left in any **unattended** vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto which is confirmed by a written police report.
5. Loss or damage by theft or attempted theft of any **Wedding Gifts** left in the cabin or **Wedding Ceremony** area or reception area, unless there is evidence of violent, visible and forcible entry thereto which is confirmed by a written police report

PHOTOGRAPHS & VIDEO RECORDING

● What You Are Covered For:

The **Insurer** will pay up to the amount stated in the Schedule of Benefits to reimburse **you** for unforeseen expenses necessarily incurred to take Wedding Photographs and Videos as a direct and necessary consequence of:

1. non-appearance for any reason of the pre-booked Professional Photographer or Professional Video Operator contracted for the **Wedding Ceremony**.
2. Loss of or damage to the original film or negatives before copies are made.
3. non-development of the original film or negatives (other than as a result of under or over exposure).

Cover under this Section commences from the date the premium is paid, and applies until completion of **Wedding Ceremony** and Reception, or a claim being made under this section of the **policy**, whichever occurs first.

● What You Are Not Covered For:

1. the **excess** as shown in the Schedule of Benefits.
2. losses recoverable from any other source.
3. losses which may effectively be claimed under the **Wedding Gifts** Section.
4. contracts which are not in writing.
5. any costs which would have been incurred had the original supplier not failed to meet their contractual obligations.
6. financial failure of any service provider.

CEREMONIAL ATTIRE

● What You Are Covered For:

The **Insurer** will pay up to the amount stated in the Schedule of Benefits for:

1. reinstatement or replacement (at **our** discretion) of bridal attire to be worn by the bride and groom if such attire is lost or damaged, whilst in **your** possession or that of a **close relative**, within one month prior to the wedding.
2. loss of or damage to **Ceremonial Attire** worn by **you** and **your** attendants within 48 hours before and for the duration of the wedding.
3. the reimbursement of all deposits and other charges paid for the purchase or hire of the **Ceremonial Attire** which are not recoverable solely due to the financial failure of the contracted suppliers unless the completed goods are made available prior to the **Wedding Ceremony**. Cover under this item commences from the date the premium is paid and applies until completion of Wedding and Reception. In respect of points 1 and 2 above, an amount will be deducted in respect of hired attire to reflect previous wear and tear.

● **What You Are Not Covered For:**

1. the **excess** as shown in the Schedule of Benefits.
2. Loss or damage arising from wear or tear, moth, vermin, atmospheric or climatic conditions, deterioration, depreciation, confiscation, detention or any process of cleaning, restoration or repair.
3. Loss or damage of **Ceremonial Attire** covered under a household All Risks policy
4. any loss or theft not reported to the police or ship's purser within 24 hours of discovery and an official written report obtained. Except in the case of damage, in which case a written estimate from a reputable retailer may be accepted.
5. Loss or damage by theft or attempted theft of any **Ceremonial Attire** left in any **unattended** vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto which is confirmed by a written police report. Cover commences from the date the premium is paid and applies until completion of **Wedding Ceremony** and Reception.
6. Loss or damage by theft or attempted theft of any **Ceremonial Attire** left in the Cabin or **Wedding Ceremony** area or reception area, unless there is evidence of violent, visible and forcible entry thereto which is confirmed by a written police report.

WEDDING RINGS, FLOWERS AND THE WEDDING CAKE

● **What You Are Covered For:**

The **Insurer** will pay up to the amount stated in the Schedule of Benefits for loss of or damage to **Wedding Rings**, Flowers and the Wedding Cake which occurs during the time specified in 1, or 2 below:

Cover under this Section commences

1. 7 days prior to the Wedding and expires 24 hours after the Wedding in respect of **Wedding Rings**.
2. 36 hours prior to the Wedding and expires 24 hours after the Wedding in respect of Flowers and the Wedding Cake.

● **What You Are Not Covered For:**

1. the **excess** as shown in the Schedule of Benefits.
2. theft of **Wedding Rings** and Flowers unless such items were removed by visible and forcible means which is confirmed by written police report.
3. any loss by theft not reported to the police or ship's purser within 24 hours of discovery and an official written report obtained.
4. loss or damage of any item covered under a household All Risks policy.
5. claims for loss of or damage to Floral Arrangements, or to the Wedding Cake, that may effectively be claimed under the **Wedding Gifts** Section.
6. Loss or damage by theft or attempted theft of any **Wedding Rings**, Flowers or the Wedding Cake, left in any **unattended** vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto which is confirmed by written police report.
7. Loss or damage by theft or attempted theft of any **Wedding Rings**, Flowers or the Wedding Cake left in the Cabin or ceremony area or reception area, unless there is evidence of violent, visible and forcible entry thereto which is confirmed by written police report.

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

The **Insurer** shall not be responsible for claims which are directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim;

- i) **act of terrorism**; this exclusion will not apply to losses under the Emergency Medical Expenses and Repatriation Section, nor the Hospital Benefit Section nor the Personal Accident Section unless such losses are caused by nuclear, chemical or biological attack or planned attack, or the disturbances were already taking place at the beginning of any trip in which case the exclusion will apply.
- ii) war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority; or
- iii) seizure or illegal occupation; or
- iv) confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine or any result of any order of public or government authority which deprives you of the use or value of your property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or

- v) discharge of pollutants or contaminants, which pollutants and contaminants shall include but are not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
 - vi) chemical or biological release or exposure of any kind; or
 - vii) attacks by electronic means including computer hacking or the introduction of any form of computer virus; or
 - viii) threat or hoax, in the absence of physical damage due to an **act of terrorism**; or
 - ix) any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
2. from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising there from, or any consequential loss of any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, 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; or
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
3. from **you** engaging in any illegal or criminal act;
4. from any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance;
5. wilful exposure to areas known to be infected with;
- i) Severe Acute Respiratory Syndrome (S.A.R.S.);
 - ii) Avian Influenza, Asian Birdflu, and/or H5N1, Swine Influenza A/H1N1
 - iii) or any other Influenza A viruses.
6. directly or indirectly out of **your** financial incapacity, except in the circumstance of **redundancy**;
7. which but for the existence of this insurance, would be covered under any other insurance policy(ies), including any amounts recovered by **you** from private health insurance, EHIC Card payments, any reciprocal health agreements, airlines, hotels, home contents Insurers or any other recovery by **you** which is the basis of a claim;
8. from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable or unwilling to fulfil any part of their obligation;
9. from any **hazardous activity** including but not limited to all **winter sports** (except where an appropriate premium has been paid);
10. from **your** suicide or attempted suicide or **your** wilful exposure to danger (except in an attempt to save human life);
- 11 **you** being under the influence of or in connection with the use of alcohol or drugs, unless as prescribed by a treating doctor.
12. from **you** being in, entering or descending from an aircraft other than a fully licensed passenger carrying aircraft in which **you** are travelling as a passenger
13. from **your** wilful exposure to a peril. **You** must exercise reasonable care to prevent illness, injury or loss or damage of your property as if uninsured;
14. directly or indirectly from **you** being engaged in any manual employment after the commencement of the **trip**;
15. which have not been proven and the amount thereof substantiated.
16. **you** travelling against the advice of a **medical practitioner**
17. **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.

CONDITIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

1. All material facts must be disclosed to the **AllClear Travel Insurance** at the time of taking out this Insurance. Failure to do so may result in the **Insurer's** non-liability for claims. A material fact is any fact known to the **Insured** which is likely to influence the **Insurers** in the acceptance or assessment of the insurance. If **you** are in any doubt as to whether a fact is material then for **your** own protection it should be disclosed. All information provided in purchasing this insurance shall form the basis of the contract.

The **Insured** should keep a record (including copies of letters) of all information provided by **AllClear Travel Insurance** for the purpose of entering into this contract.

2. All **Certificates**, information and evidence required by the **Insurer** shall be furnished at the expense of the **Insured** or **your** legal personal representatives and shall be in such form and of such nature as the **Insurer** may prescribe. The **Insured** shall as often as required submit to a medical examination on behalf of the **Insurer** at the **Insured's** expense.

3. In the event of the death of the **Insured**, the **Insurer** shall be entitled to have a post-mortem examination at their own expense.
4. Any items which become the subject of a claim for loss or damage shall be retained for **Insurer** inspection and shall be forwarded to **our Claims Handlers** upon request at the expense of the **Insured** or **your** legal personal representatives. All such items shall become the property of the **Insurer** following final settlement of the claim.
5. In the event of any occurrence which may give rise to a claim under this insurance, the **Insured** shall take all reasonable steps to minimise any loss arising out of such claim.
6. This insurance is non-transferable. Should the journey or holiday be cancelled prior to departure for any reason whatsoever other than those set out in the Cancellation section of the policy then the insurance cover terminates immediately and the premium is neither apportionable nor refundable.
7. The **Insurer** and the **Insured** are entitled to choose the law applicable to the insurance contract. The **Insurer** chooses the laws of England and Wales and, in the absence of any agreement to the contrary, the laws of England and Wales shall apply.
8. The **Insurer**, at its own expense is entitled to take proceedings in the name of the **Insured** to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance and any amount so recovered shall belong to the **Insurer**.
9. In the event that the **Insured** recovers by any means, damages from any third party in respect of personal accident, all benefits paid to the **Insured** shall be repaid to the **Insurer**.
10. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit or compensation under this **policy**, all benefits thereunder shall be forfeited as well as all premiums paid.
11. In the event that the **Insured** experiences a problem with the **policy** or the claims process, please refer to the Complaints Procedure.

COMPENSATION SCHEME

White Horse Insurance Ireland Limited is covered by the Financial Services Compensation Fund. If White Horse Insurance Ireland Limited cannot meet their obligations **you** may be entitled to compensation from The Financial Services Compensation Fund. The Insurance Compensation Fund provides funds for liquidators so that they may pay the valid claims of insolvent insurers. The fund will provide an amount up to £2,000 or 90% of the net loss, whichever is less. **You** can get more information about compensation fund arrangements from the Financial Services Authority.

DATA PROTECTION

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

COMPLAINTS PROCEDURE

Service Complaints:

You can contact **us** by telephone, Letter, or e-mail

Tel: 0845 250 5210

Postal Address:

AllClear Insurance Services Limited

Customer Services Department

6th Floor,

Regent House,

Hubert Rd

Brentwood,

CM14 4JE

E-mail: info@allclearinsurance.com

CLAIMS COMPLAINTS

Should **you** have any query or complaint regarding the way **your** claim has been dealt with, in the first instance please write to:

The Claims Manager
White Horse Administration Services Limited
PO Box 5633
Walsall
WS6 9BB
England

If **you** are still not satisfied with **our** decision after following the above procedure, **you** may then write to:

The Financial Services Ombudsman's Bureau
Third Floor Lincoln House
Lincoln Place
Dublin 2
Republic of Ireland
LoCall: 1890 882090

Tel: 00353 (1)6620 899

Fax: 00353 (1)6620 890

Please note the Ombudsman will not consider **your** case until **you** have followed the complaints procedure as outlined above. Please quote **your** insurance reference number and **your** claim number in all **your** correspondence to all parties involved with this procedure. This procedure is intended to provide **you** with a prompt and practical service with any complaints that **you** may have, and does not affect **your** legal rights.

FOR 24 HOUR EMERGENCY MEDICAL ASSISTANCE:

Please telephone AXA Assistance
Tel: 0044 845 271 2457
24 hours a day, 365 days a year.

FOR CLAIMS:

Please telephone White Horse Administration Services Ltd on

Tel: 0871 664 7995 (Calls from a BT landline cost 10p per minute. Calls from mobiles and other networks may be extra).

Please note that it is a condition of **your** policy that **you** notify **us** of **your** intention to make a claim within 45 days of **your** return date.

Our postal address is:

White Horse Administration Services Ltd
PO Box 5633
Walsall
WS6 9BB
England

When **you** contact us please ensure that **you** have the following information available to **you** as we will require it to process **your** claim:

- Master policy reference of **WHIL/ALLCLEARCRUISE/10/2009**
- **Your policy** number
- Date of purchase of **your policy**
- Cruise itinerary
- Country and resort **you** visited or intended to visit
- Actual or intended travel dates
- Incident date
- Brief circumstances of **your** claim
- Value of **your** claim

Please note that **your** claim may be delayed if **you** are unable to provide **us** with the above information.

WE WANT YOU TO FULLY ENJOY YOUR TRIP SO WE HAVE INCLUDED A FEW HELPFUL HINTS

- Never leave your belongings unattended or with strangers, especially at airports or on the beach, nor in view within vehicles.
- Leave in plenty of time to get to the airport/port by the earliest stated check-in time, allowing for the time of day, weather and the latest available travel information.
- If you are taking valuable items such as jewellery or camcorders on holiday, you should insure them under an All Risks insurance or your household contents insurance.
- Do not pack valuables, money and fragile items in the baggage that you intend to check-in at the airport, etc. Keep them with you at all times during your journey.
- If you need regular medication, take enough with you to last your holiday. You should also take an extra supply that should be packed separately in case you lose your first supply.
- Check your baggage for damage each time you reclaim it.
- Think before you dive into water, check the depths of swimming pools and the sea and only dive if you are sure the water is deep enough and never after alcohol or a heavy meal.
- The sun abroad can be much more powerful than you are used to at home, particularly if you are on the water. To prevent sunburn and sunstroke, use plenty of high factor sun cream and take care not to stay out in strong sunlight too long.
- Check that the tap water is safe to drink. Unless you know it is safe, always drink bottled water. Avoid ice in drinks, or cold food such as salads that may have been washed in tap water such as salads.
- Remember simple first aid remedies and medications can reduce or eliminate your need to take up valuable holiday time seeking treatment.
- Make sure all passports, visas, vaccinations and health requirements are up to date, and be sure to take all necessary documents with you.

USEFUL NUMBERS:

- Emergency Medical Assistance: ++44 (0) 845 271 2457
- AllClear Travel Insurance Call Centre: ++44 (0) 845 250 5240
- Claims Handlers ++44 (0) 871 664 7995 (Calls from a BT landline cost 10p per minute.
Calls from mobiles and other networks may be extra)