



Multiple Sclerosis Society

Insurance Services



PERSONAL TRAVEL INSURANCE

Your Policy

IMPORTANT NOTICE

Your attention is drawn to important features of **your** travel insurance policy including:

- **INSURANCE POLICY:** This contains full details of the cover provided plus the conditions and exclusions which apply to it.

You must read the insurance policy carefully.

- **CONDITIONS, EXCLUSIONS AND WARRANTIES:** There are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole policy.
- **DATE CHANGE EXCLUSION:** Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date related information in order to work properly. Certain sections of **your** policy excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. Please refer to page 20.
- **FRAUDULENT CLAIMS:** The making of a fraudulent claim is a criminal offence.
- **HEALTH:** The policy contains conditions relating to the health of the people travelling and others upon whose wellbeing the trip may depend. It may be that **you** are required to disclose the condition of such people prior to cover being issued and **you** must be aware that failure to disclose such matters will prejudice **your** position. In certain instances a telephone helpline is available. Please do use this service to ensure **you** are fully protected. Please refer to page 6.
- **PROPERTY CLAIMS:** These are settled on an indemnity basis – not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.
- **POLICY LIMITS:** Most sections of the policy have limits on the amount Mapfre Assistance will pay under that section. Some sections also include inner limits eg: for one item, or for **valuables** in total.
- **POLICY EXCESSES:** Claims under most sections of the policy will be subject to an excess. An excess means that **you** are responsible for the first sum per person per incident when **you** claim. The amount of any excess is detailed in the Policy Wording on the Summary of Cover page, and under the Sections to which an excess applies.
- **REASONABLE CARE:** **You** are required to take all reasonable care to protect yourself and **your** property and to act as though **you** are not insured.
- **COMPLAINTS:** The insurance policy includes a Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make a complaint. Please refer to page 21.
- **“COOLING OFF” PERIOD:** The policy contains a “cooling off” period which allows **you** to return the policy and obtain a full refund, provided you return your policy within the first 14 days of receiving it or before **you** travel (whichever is sooner) Please refer to page 6.
- **HAZARDOUS HOLIDAY ACTIVITIES:** The policy will not cover **you** when **you** take part in certain hazardous activities. Please refer to pages 19 and 20.
- **DATA PROTECTION ACT 1998:** 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, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- **GOVERNING LAW:** **Your** policy is governed by the law applicable to where **you** reside within the **United Kingdom** if this is **your** usual country of residence. Please refer to page 6.

The policy applies to all persons named on the Policy Schedule who are eligible to be insured and for whom the premium has been paid. **You must be resident in the United Kingdom.**

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SUMMARY OF COVER (per person)

PLEASE CHECK YOUR POLICY SCHEDULE TO CONFIRM THE LEVEL OF COVER YOU HAVE

| Section of Cover | Page No. | GOLD COVER | | PLATINUM COVER | |
|--|----------|---|--------------------------------|---|--------------------------------|
| | | Cover | Excess | Cover | Excess |
| 1 CANCELLATION | 9 | £1,000 | £250 (£15 for loss of deposit) | £5,000 | £150 (£15 for loss of deposit) |
| 2 CURTAILMENT | 10 | £1,000 | £250 | £5,000 | £150 |
| 3 MISSED DEPARTURE | 11 | £750 | Nil | £750 | Nil |
| 4 TRAVEL DELAY | 11 | £20 for the first 12 hours £10 for each 12 hours after up to £100 | Nil | £20 for the first 12 hours £10 for each 12 hours after up to £100 | Nil |
| ABANDONMENT | | Up to £1,000 | £250 | Up to £5,000 | £150 |
| 5 PERSONAL ACCIDENT | 12 | | | | |
| Death | | £15,000 | Nil | £15,000 | Nil |
| Permanent Total Disablement | | £25,000 | Nil | £25,000 | Nil |
| 6 MEDICAL EMERGENCY EXPENSES REPATRIATION AND ASSOCIATED EXPENSES | 12 | £1,000,000 | £250 | £5,000,000 | £150 |
| Medical Inconvenience Benefit | | £25 per day up to £1,000 | Nil | £25 per day up to £1,000 | Nil |
| 7 PERSONAL PROPERTY | 13 | Up to £500 | £75 | Up to £2,500 | £75 |
| Including: Single Article Limit | | £200 (except mobility aids) | £75 | £200 (except mobility aids) | £75 |
| Including: Valuables Limit | | £250 | £75 | £250 | £75 |
| Prescription Spectacles | | £300 | £75 | £300 | £75 |
| Replacement Keys | | £50 | Nil | £50 | Nil |
| Mobility Aids | | £500 | £75 | £2,500 | £75 |
| Delayed Baggage | | £100 | Nil | £100 | Nil |
| PERSONAL MONEY | | Up to £400 (cash limited to £250) | £75 | Up to £400 (cash limited to £250) | £75 |
| UNDER 16 LIMIT | | Up to £100 Cash Limited to £50 | £50 £25 | Up to £100 Cash Limited to £50 | £50 £25 |
| 8 PERSONAL PUBLIC LIABILITY | 14 | £2,000,000 | Nil | £2,000,000 | Nil |
| 9 HOME HELP OR NANNY | 15 | £300 | Nil | £300 | Nil |

SUMMARY OF COVER (per person) Continued

PLEASE CHECK YOUR POLICY SCHEDULE TO CONFIRM THE LEVEL OF COVER YOU HAVE

| Section of Cover | Page No. | GOLD COVER | | PLATINUM COVER | |
|--------------------------------------|----------|--|--------|--|--------|
| | | Cover | Excess | Cover | Excess |
| 10 SKI EQUIPMENT | 15 | £500 | £75 | £500 | £75 |
| Single Article Limit | | £200 | £75 | £200 | £75 |
| Ski Hire | | £10 per day up to £150 | Nil | £10 per day up to £150 | Nil |
| Delayed Ski Equipment | | £150 | Nil | £150 | Nil |
| 11 SKI PACK | 16 | £400 | £75 | £400 | £75 |
| 12 PISTE CLOSURE | 16 | £35 per day up to £350 | Nil | £35 per day up to £350 | Nil |
| 13 LEGAL COSTS AND EXPENSES | 17 | £25,000 (Maximum £50,000 all insured persons) | Nil | £25,000 (Maximum £50,000 all insured persons) | Nil |
| 14 GOLF EQUIPMENT | 17 | £750 | £75 | £750 | £75 |
| Loss | | £75 per day up to £375 | £75 | £75 per day up to £375 | £75 |
| Hire | | £250 | £75 | £250 | £75 |
| Single Article | | | | | |
| 15 LOSS OF GREEN FEES | 18 | £75 per day up to £375 | Nil | £75 per day up to £375 | Nil |
| 16 HOLE IN ONE | 18 | £100 | Nil | £100 | Nil |
| 17 END SUPPLIER FAILURE INSURANCE | 18 | £5,000 | Nil | £5,000 | Nil |

24 HOUR MEDICAL EMERGENCY SERVICE INCLUDED

24 HOUR MEDICAL EMERGENCY SERVICE IRELAND ASSIST

IMPORTANT – please quote Reference AllClear.

Ireland Assist Emergency Service provides immediate help in the event of an Insured Person's illness or injury arising outside **your Home Country** – they provide a 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone or fax.

Emergency telephone number: **UK 0207 (+44 207 outside UK) 748 0521**

Fax: **+353 91 501619**

Email: **irlcosiam@mapfre.com**

When an Insured Person calls upon the services of Ireland Assist Emergency Service it is a condition of service that Ireland Assist Emergency Service shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:

1. Multi-lingual assistance with hospitals and doctors.
2. Repatriation arrangements by escort by a medical attendant.
3. Travel arrangements for other members of **your** party or **immediate relative**.
4. On arrival in **your Home Country**, an ambulance service to hospital or **home**.

NOTE FAILURE TO CONTACT THE ASSISTANCE COMPANY MAY RESULT IN A CLAIM BEING INVALID.

OUT-PATIENT TREATMENT

If **you** receive medical treatment abroad as an outpatient, **you** should pay the hospital or clinic and claim back **your** medical expenses from Travel Claims Services when **you** return home, unless **your** outpatient treatment is likely to cost more than £500, in which case **you** must contact Ireland Assist immediately (please refer to the 24 hour medical emergency section above for contact details).

HOW TO MAKE A CLAIM

- 1) If **you** need to make a claim please obtain a claim form by telephoning or writing to the appropriate claims service below within 28 days of **your** return, quoting MS Society Insurance Services and which section of the policy **you** are claiming under.

FOR ALL SECTIONS

Mapfre Assistance

Travel Claims Services, Mapfre Assistance, Maitland House,
Warrior Square, Southend-On-Sea, Essex, SS1 2JY.

Tel: 0207 748 6479 E-mail: enquiries@travelclaimsservices.com

- 2) Then return **your** completed claim form to the claims service together with **your** original policy and Policy Schedule, confirmation of booking, all original receipts and police reports (which must be obtained within 48 hours of discovery in the event of loss, burglary or theft of **money**, **valuables** or any items of **personal baggage**) and any other evidence requested on the claim form.

Mapfre Assistance

This Insurance is underwritten by Mapfre Asistencia Compañia Internacional de Seguros y Reaseguros Sociedad Anonima. 5th Floor, Alpha House, 24a Lime Street, London EC3M 7HS. Company Number: FC021974. Branch Number BR008042. Trading under the name Mapfre Assistance.

We (Mapfre Assistance) are authorized by Direccion General de Seguros and subject to limited regulation by the Financial Services Authority. Details about the extent of **our** regulation by the Financial Services Authority are available from **us** on request.

Mapfre Asistencia, Compañia Internacional de Seguros y Reaseguros, S.A. branch in the United Kingdom (trading as Mapfre Assistance) has registered offices at 24a Lime Street, London. Mapfre Asistencia main office is based in Spain, which forms part of the EEA (European Economic Area) as a member state. The Kingdom of Spain is responsible for controlling the insurance activity of mapfre Asistencia S.A., through the Spanish Ministry of Economy and the Treasury, and specifically the General Directorate for Insurance Matters and Pensions Fund (Direccion General de Seguros y Fondo de Peniones). Its branch in the United Kingdom is also under the United Kingdom FSA (Financial Services Authority) supervision in certain questions according to the European Union Regulation.

PERIOD OF INSURANCE

Cancellation cover applies as soon as the premium has been paid and the policy wording is issued except for pre-existing medical conditions where cover starts 3 months before the booked trip. The remaining covers apply for the duration of the booked trip (or earlier return to **your Home Country**). It also includes the period of travel from **home** directly to the departure point and back **home** directly afterwards not exceeding 24 hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

The cover under Section 1 – Cancellation cover applies as soon as the premium has been paid or from commencement date and the policy wording is issued. **We** cannot therefore, refund **your** premium after this date, except within the first 14 days of the policy being received or before **you** travel (whichever is sooner).

We must be informed of any fact which is likely to influence us in the acceptance, assessment or continuance of this insurance. Failure to do so may invalidate this insurance, leaving you with no right to make a claim.

We may cancel any cover under this policy by giving **you** 14 days notice by recorded delivery letter to **you** at **your** last known address. In this event, **we** will refund in full if it is a Single trip policy. For Annual Multi-trip policies, **we** will calculate the premium for the period up to the date when the cancellation takes effect and **we** will refund the premium paid for the remaining period of insurance. However, if **we** cancel the policy due to dishonesty or fraudulence, no refund of premium will apply.

MEDICAL HEALTH REQUIREMENTS

This policy has been specially designed for travellers with **pre-existing medical conditions** or disabilities. When **you** called the MS Society Insurance Services call-centre to arrange cover, **we** asked **you** various health questions before **we** gave **you** a quotation.

Questions originally asked

Have **you** or anyone in **your** party, or anyone on whose state of health **your** holiday plans depend:

- 1) Taken any prescribed medication or required medical treatment within the last two years?
- 2) Been a registered in or out-patient in the last two years?
- 3) Been placed on a waiting list currently for investigations or treatment?
- 4) 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 claims associated with those **pre-existing medical conditions** or disabilities **you** disclosed to **us** and **we** accepted in writing.

We will *not* cover **you** for claims associated with **pre-existing medical conditions** **you** did not disclose to **us** or **we** did not accept in writing. **You** must tell **us** about ALL medical conditions for which **you** answer yes under 1-4 above. **We** cannot provide cover for some conditions and not for others **you** choose not to include in **your** declaration to **us**.

You must check **your** Policy documents. The **pre-existing medical conditions** which **you** are covered for are set out in the enclosed schedule headed "Statement of fact". If they are not correct, please contact the MS Society Insurance Services call-centre on **0800 783 3157**.

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.

All medical conditions

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

- 1) **you** 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.

We have the right from the date of issue up to the date of travel to request a letter from **your Medical Practitioner** detailing **your pre-existing medical condition(s)**, and confirming that **your** condition(s) have not changed or got worse, along with agreeing that **you** are fit to travel.

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 schedule for cover details. If **you** think **you** have paid for this cover, please check **your** enclosed documents to confirm this. This cover only applies to Single Trip policies.

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 MS Society Insurance Services call-centre **0800 783 3157**. **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.

Travelling Companion Cancellation Cover

Travelling companion cover offers cover for travelling companions insured under another travel insurance provider, for cancellation and **curtailment** due to **your pre-existing medical condition** that **we** have agreed to cover in writing, providing the additional premium has been paid. This will be shown on **your** policy schedule.

Travelling When Pregnant

Cover under this policy is provided for unforeseen events. In particular, cover is provided under Sections 2 and 6 for unforeseen bodily injury or illness. Childbirth is not considered to be either unforeseen, or an illness or injury. Therefore there is no cover if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy; Claims arising from Complication of Pregnancy or Childbirth are not covered unless these conditions are declared to **us** in full at the time of purchase of the policy or at diagnosis prior to travel and are accepted by **us** in writing.

Please make sure that **your** Doctor and Midwife are aware of **your** travel plans and that **you** are not travelling against medical advice.

Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **you** propose to take before **you** book.

You are not covered for claims arising from pregnancy, where, at the point of checking in for or boarding **your** mode of transport, **you** fail to comply with the carrier's conveyance of pregnant women policy.

GEOGRAPHICAL LIMITS

Single Trip

REGION 1 – Covers trips to, from, and within the **United Kingdom**.

REGION 2 – Covers trips by **United Kingdom** residents to and from Europe, west of the Ural Mountains including the Republic of Ireland and all countries, bordering the Mediterranean Sea, as well as Madeira and The Azores and trips to the Channel Islands or Isle of Man by other **United Kingdom** residents. This region excludes countries mentioned in Region 3

REGION 3 – Covers Regions 1, 2 and Spain (including the Balearic Islands), The Canaries, Turkey, Cyprus, Malta and Switzerland.

REGION 4 – Covers anywhere in the world except USA, Canada, Caribbean, South Africa, Japan, Hong Kong and Singapore.

REGION 5 – Covers Region 4 and South Africa, Japan, Hong Kong and Singapore.

REGION 6 – Covers anywhere in the world including USA, Canada and Caribbean.

Annual Multi-Trip

REGION 7 – Covers trips by **United Kingdom** residents to and from Europe, west of the Ural Mountains including the Republic of Ireland and all countries bordering the Mediterranean Sea, as well as Madeira and The Azores and trips to the Channel islands or Isle of Man by other **United Kingdom** residents. This region excludes countries mentioned in Region 8.

REGION 8 – Covers anywhere in the world except USA, Canada and The Caribbean.

REGION 9 – Covers anywhere in the world including USA, Canada and The Caribbean.

IMPORTANT NOTES

- 1) This policy is only available to persons resident in the **United Kingdom**.
- 2) This policy is only valid for trips commencing in and returning to **your Home Country**.
- 3) The cover under Section 1 – Cancellation – commences as soon as the trip booking is made and the premium has been paid. **We** cannot therefore, refund **your** premium after this date, except within the first 14 days of the policy being received or before **you** travel (whichever is sooner).
- 4) Cover is only available for the whole duration of the booked trip. Cover cannot be effected once a journey has commenced.
- 5) Under some sections there is an amount deducted (an excess) per incident, which applies to each insured person involved in an incident, as do the sums insured under each section.
- 6) If **your money, valuables** or any items of **personal baggage**, are lost or stolen, **you** must notify the local police within 48 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.
- 7) Winter sports is only available to persons aged 65 years and under (at date of issue).

For Single Trip Insurance:

- 8) This policy is not valid for trips exceeding 12 months.
- 9) Winter sports trips are covered if the required additional premium has been paid.

For Annual Insurance:

If **you** have chosen an Annual Multi-trip Insurance the Outward and Return Journey must take place during the start and end date shown on the Schedule of cover. The total duration of any one trip is limited to a maximum of 31 days or as otherwise shown on the Schedule of cover and any trip exceeding this duration will not be covered in whole or in part.

- 10) For Region 7, 8 and 9, the maximum duration of any one trip is 45 days (winter sports limited to 17 days per policy year, where the appropriate additional premium has been paid).
- 11) For Region 7 and 8 this policy is only available to persons aged 70 years and under (at date of issue).
- 12) For Region 9 this policy is only available to persons 65 years and under (at date of issue).
- 13) This policy is not valid for trips taken within **your Home Country** unless pre-booked for a period for three nights or more.

DEFINITIONS

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

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

Curtail/Curtailment – Return early to **home** in the **United Kingdom**.

Golf Equipment – golf clubs, golf balls, golf bag, golf trolley and golf shoes.

Home – **Your** residential address in the **United Kingdom**.

Home Country – is the **United Kingdom**.

Immediate Relative – Mother, father, sister, brother, wife, husband, partner (same or different sex), son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, cousin, nephew, niece, step-parent, step-child, step-brother, step-sister, or legal guardian.

Loss of Limb – Physical, permanent and total loss of use at or above the wrist or ankle.

Loss of Sight – The complete and permanent **loss of sight** in at least one eye.

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

Money – Cash, postal and **money** orders, travel tickets, lift passes (in respect of winter sports trips where the appropriate premium has been paid), passports, petrol coupons and green cards held by **you** for social, domestic and pleasure purposes.

Mobility Aids – Wheelchair, motorised wheelchair, walking frame, walking stick or crutches.

Personal Accident – Accidental bodily injury caused solely and directly by outward violent and visible means.

Personal Baggage – **Your** suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip.

Permanent Total Disablement – Disablement as a result of which **you** are unable to carry on or perform any business or occupation, and which, having lasted for a period of 12 months is, at the end of that period beyond hope of improvement.

Pre-existing medical condition – any disease, illness or injury which:

- **you** have received medication, advice or treatment; or
- **you** have experienced symptoms whether the condition has been diagnosed or not.

Psychiatric Condition – a mental or addictive condition, including, but not limited to alcoholism, drug addiction or eating disorder.

Public Transport – Any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel.

Redundancy – Any person declared redundant, who is under 65 years and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

Ski Equipment – Skis (including bindings), ski boots, ski poles and snowboards.

Ski Pack – Pre-booked lift passes, hired skis and boots and ski school fees.

United Kingdom – England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Isle of Man and Channel Islands.

Valuables – Watches, furs, leather goods, animal skins, silks, jewellery, items made of or containing precious stones, semi precious stones, gold, silver or platinum, photographic, audio, video and electrical equipment of any kind, camcorders and accessories, all photographic/digital/optical/audio and video media, telescopes, and binoculars.

We/Us/Our – Mapfre Asistencia Compania Internacional Seguros y Reaseguros Sociedad Anonima, trading under the name Mapfre Assistance in the United Kingdom, 5th Floor, Alpha House, 24a Lime Street, London EC3M 7HS. Company number: FC021974. Branch Number BR008042.

You/Your – Each Insured Person.

RECIPROCAL HEALTH AGREEMENTS

If **you** are a UK resident **you** are entitled to medical treatment, which becomes necessary when temporarily visiting a European Union (EU) country free of charge or at a reduced cost by using the European Health Insurance Card (EHIC).

You can apply for an EHIC for **your** spouse/partner and any children up to the age of 16 (19 if they are in full time education) at the same time as applying for **your** own. Application forms are available from **your** local post office or by calling 0845 606 2030. **You** will need to have the following information for everyone **you** are applying for:

- Name and date of birth
- NHS or National Insurance (NI) number

If **you** use the EHIC the exclusion of the excess as shown in the Summary of Cover for each and every claim under Section 6 – Medical Emergency Expenses will not apply.

Also, if **you** are travelling to Australasia there are reciprocal medical treatment arrangements for **United Kingdom** nationals. In-patient and out-patient public hospital treatment is given free of charge or at a minimal cost. Should **you** be admitted to hospital then immediate contact must be made with Ireland Assist Emergency Service and their authority obtained in respect of any treatment not available under the reciprocal arrangements before such treatment is provided.

SECTION 1 – CANCELLATION

YOU ARE COVERED

Up to the amount shown in the Summary of Cover if **your** travel and accommodation arrangements are cancelled before **your** departure from **your Home Country** if this is **your** usual country of residence (including ski hire, ski school and lift passes for winter sports trips where the appropriate premium has been paid), which have not been used and which **you** have paid for or contracted to pay for, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence **your** trip as arranged) due to:

- 1) the death or disablement by bodily injury, illness, pregnancy or being subject to quarantine of (a) **you**, (b) any person **you** are intending to travel or stay with, (c) an **immediate relative of yours** or of any person **you** are intending to travel with or (d) a **close business associate of yours**;
- 2) **you** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court) in a Court of Law;
- 3) **your redundancy** or the **redundancy** of any person **you** are intending to travel with, provided that **we** are informed in writing immediately notification of **redundancy** is received and that **you** were not aware of any impending **redundancy** at the time this policy was issued;

- 4) **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;
- 5) **your** passport, or the passport of any person **you** are intending to travel with being stolen during the seven days before **your** departure date;
- 6) **your** carer (who is insured on this policy) having to cancel their journey with **you** due to one of the reasons stated above. If **you** wish to continue **your** journey, **we** will pay up to £1,000 in total for the costs of extra accommodation and transport to replace **your** original carer;
- 7) **you**, an **immediate relative of yours** or any person **you** are travelling with, is a member of the Armed Forces, emergency services or administrative government employees and are ordered to return to duty.

YOU ARE NOT COVERED FOR

- 1) the excess as shown in the Summary of Cover. The excess will apply for each and every incident per each insured person involved in the incident;
- 2) claims where a medical certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the trip is medically necessary;
- 3) claims arising from pregnancy, where, at the point of checking in for or boarding **your** flight, **you** fail to comply with the airline's conveyance of pregnant women policy;
- 4) anything caused directly or indirectly by:
 - a) any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
 - b) prohibitive regulations by the Government of any country;
- 5) claims where a theft of passport has not been reported to the necessary authorities, including but not limited to, the Police and UK Passport Service (UKPS);
- 6) claims for air passenger duty (which can be reclaimed by **you** through **your** travel agent or airline);
- 7) **you** undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 8) anything mentioned in the General Exclusions.

SECTION 2 – CURTAILMENT

Curtailment is only applicable if **you** return to **your Home Country** earlier than planned.

This section includes the services of Ireland Assist Emergency Service (details shown on page 5) who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

YOU ARE COVERED

Up to the amount shown in the Summary of Cover for:

- 1) The value of the portion of **your** travel and/or accommodation arrangements which have not been used and which were paid for before **your** departure from **your Home Country** (including ski hire, ski school and lift passes, which do not have to be paid for before **your** departure from **your Home Country**, in respect of winter sports trips where the appropriate premium has been paid), if **you**, and where appropriate a companion covered by this policy, have to **curtail your** trip and return to **your home** earlier than planned due to:
 - a) the death, severe injury or serious illness of:
 - i) **you** or any person **you** are travelling with;
 - ii) an **immediate relative of yours** resident in **your Home Country**;
 - iii) a **close business associate of yours** resident in **your Home Country**.
 - b) **your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;
 - c) **you** being unable to continue **your** trip, as detailed in **your** travel itinerary, due to loss or theft of **your** passport, or that of any person **you** are travelling with;

These proportionate value of costs will be calculated from the date of return to **your Home Country**:

- 2) Reasonable additional travelling expenses incurred by **you** for returning to **your Home Country** (Economy Class) earlier than planned for a reason stated in benefit 1 of this section;

3) **you** carer (who is insured on this policy) having to **curtail** their journey with **you** due to one of the reasons stated above. If **you** wish to continue **your** journey, **we** will pay up to £1,000 in total for the costs of extra accommodation and transport to replace **your** original carer;

4) **you**, an **immediate relative of yours** or any person **you** are travelling with, is a member of the Armed Forces, emergency services or administrative government employees and are ordered to return to duty.

YOU ARE NOT COVERED FOR

- 1) for the excess as shown in the Summary of Cover. The excess will apply for each and every incident per each insured person involved in the incident;
- 2) claims that are not confirmed as medically necessary by the Ireland Assist Emergency Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to **curtail** the trip;
- 3) additional travelling expenses incurred which are not authorised either by **us** or Ireland Assist Emergency Service, as detailed on page 5;
- 4) claims where a theft of passport has not been reported to the necessary authorities, and a written report obtained;
- 5) **you** undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 6) anything mentioned in the General Exclusions.

NOTE – The Ireland Assist Emergency Service only assists early return **home** for medical reasons, not for the other reasons listed under this section of the policy.

SECTION 3 – MISSED DEPARTURE

This section does not apply to trips within **your Home Country** (except for trips to the Channel Islands).

YOU ARE COVERED

Up to the amount shown in the Summary of Cover on page 3 for necessary hotel and travelling expenses incurred in reaching **your** booked destination, if the car **you** are travelling in breaks down or is involved in an accident or the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to **your Home Country**.

YOU ARE NOT COVERED

- 1) if sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent;
- 2) if **you** are not proceeding directly to the departure point;
- 3) unless **you** get a letter from the **public transport** provider confirming that the service did not run on time;
- 4) unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
- 5) for any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued;
- 6) for anything mentioned in the General Exclusions.

SECTION 4 – TRAVEL DELAY

This section does not apply to trips within **your Home Country** (except for trips to the Channel Islands).

YOU ARE COVERED

- 1) For the amounts shown in the Summary of Cover for the first full 12 hours delay and for each subsequent full 12 hours delay up to the total shown (regardless of the number of incidents of delay) or
- 2) up to the amount shown in the Summary of Cover for **your** travel and **your** accommodation which has not been used and which **you** have paid for or contracted to pay for if **you** abandon the trip (on the outward journey only) after the first full 12 hours

if **your** outward or return flights, sea crossing, coach or train departure to or from **your Home Country** are delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:

- a) strike or industrial action (provided that when this policy was taken out, there was no reasonable expectation that the trip would be affected by such cause);
- b) adverse weather conditions;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

YOU ARE NOT COVERED

- 1) for the excess as shown in the Summary of Cover. The excess will apply for each and every incident per each insured person involved in the incident (this is only applicable if **you** abandon the trip);
- 2) if **you** do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;
- 3) if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;
- 4) for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;
- 5) for any claims arising from volcanic ash;
- 6) for anything mentioned in the General Exclusions.

NOTE – This section only applies for delays at **your** final international departure point to or from **your Home Country**.

SECTION 5 – PERSONAL ACCIDENT

YOU ARE COVERED FOR

The amount shown in the Summary of Cover, which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your** trip which, at the end of 12 months after the date of that accident, is the sole cause of **your** consequent death or disability:

- 1) Death
- 2) **Loss of limb**, total and permanent **loss of sight** in one or both eyes or **permanent total disablement**

NOTE – If **you** are aged under 16 or over 75 at the time of the accident the death benefit will be limited to funeral and other expenses up to £1,500 and the **permanent total disablement** benefit will not apply.

YOU ARE NOT COVERED FOR

Any claims for death, loss or disablement caused directly or indirectly by:

- 1) **your** sickness, disease, physical or mental condition that is gradually getting worse;
- 2) an injury which existed prior to the commencement of the trip;
- 3) pregnancy;
- 4) any claims under this section not notified to **us** within 12 months of the date of the accident;
- 5) anything mentioned in the General Exclusions.

SECTION 6 – MEDICAL EMERGENCY EXPENSES (not private health insurance)

This section applies to:

- a) trips outside the **United Kingdom**;
 - b) if **you** are a Channel Islands or Isle of Man resident visiting other parts of the **United Kingdom**;
 - c) if **you** are visiting the Channel Islands or Isle of Man from other parts of the **United Kingdom**;
- Cover does not apply otherwise to trips within the **United Kingdom**.

Before a claim for emergency expenses can be submitted under this section, **you** must contact the Ireland Assist Emergency Service. Please refer to page 5.

If **you** are taken into hospital or **you** think that **you** may have to come **home** early (be repatriated) or extend **your** journey because of illness or accident, the emergency assistance company must be told immediately.

If during **your** trip **you** become ill or are injured:

YOU ARE COVERED

Up to the amount shown in the Summary of Cover for costs incurred outside **your Home Country**:

- 1) for emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to £350;
- 2) for reasonable and necessary additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **you** are a child and require an escort **home**;
- 3) loss of medication shall be limited to £300;
- 4) in the event of death:
 - a) for conveyance of the body or ashes to **your Home Country** (the cost of burial or cremation is not included) or;
 - b) local funeral expenses abroad limited to £1,500;
- 5) for reasonable cattery or kennel costs **you** have to pay if for medical reasons **you** cannot return **home** as planned
- 6) for a medical inconvenience benefit up to the amount shown in the Summary of Cover for each 24 hour period that

you are in hospital as an in-patient during the journey.

NOTE – All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **you** become ill or are injured **we** have the right to bring **you** back **home**, if the treating doctor and the Ireland Assist Emergency Service doctor agree that **you** can safely travel **home**. If **you** refuse to return **home**, **we** have the right to stop cover.

YOU ARE NOT COVERED

- 1) for the excess as shown in the Summary of Cover. The excess will apply for each and every incident per each insured person involved in the incident;
- 2) for any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
- 3) for any expenses incurred for illness, injury or treatment required as a result of:
 - a) surgery or medical treatment which in the opinion of the attending doctor and the Ireland Assist Emergency Service doctor can be reasonably delayed until **your** return to **your Home Country**;
 - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside **your Home Country**;
- 4) for preventative treatment which can be delayed until **your** return to **your Home Country**;
- 5) if **you** have not obtained a written certificate of fitness and ability to travel and endure the trip where **you** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **your** trip;
- 6) for claims that are not confirmed as medically necessary by the attending doctor or Ireland Assist Emergency Service;
- 7) for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
- 8) for any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 9) for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- 10) for expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
- 11) for taxi fares not considered medically necessary, and where receipts have not been provided;
- 12) for telephone expenses;
- 13) for costs that arise over 12 months after a claim was first notified;
- 14) if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 15) anything mentioned in the General Exclusions.

SECTION 7 – PERSONAL PROPERTY

YOU ARE COVERED

1) PERSONAL BAGGAGE

Up to the amount shown in the Summary of Cover for the value or repair of any of **your** own **personal baggage** (not hired, loaned or entrusted to **you** except **mobility aids**, hired, loaned or entrusted to **you** by the NHS or similar body), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). The maximum **we** will pay for the following items is shown in the Summary of Cover:

all **valuables** in total,

any one article, pair and/or set of articles (except **mobility aids**),

prescription spectacles

replacement keys (house and/or car only),

mobility aids, including the necessary costs to hire other **mobility aids**.

NOTE – In the event of a claim for a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

2) DELAYED BAGGAGE

Up to the amount shown in the Summary of Cover towards the cost of buying replacement necessities if **your** own **personal baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

NOTE – Any amount **we** pay **you** under 2 (Delayed Baggage) will be refunded to **us** if **your personal baggage**

proves to be permanently lost.

3) PERSONAL MONEY

Up to the amount shown in the Summary of Cover if **your own money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

NOTE – If **you** are aged under 16, claims under Personal Money are limited to the amount shown in the Summary of Cover.

YOU ARE NOT COVERED

- 1) for the excess as shown in the Summary of Cover. The excess will apply for each and every incident per each insured person involved in the incident (not applicable to 2, Delayed Baggage);
- 2) if **you** do not exercise reasonable care for the safety and supervision of **your** property;
- 3) for loss, destruction, damage or theft of **personal baggage, valuables, mobility aids or money** left unattended in a public place, or a place to which members of the general public have access.
- 4) if **you** do not obtain a written police report within 48 hours of the discovery in the event of loss, burglary or theft of **personal baggage, valuables or money**;
- 5) if **your personal baggage** is lost, damaged or delayed in transit, if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.
- 6) for loss, destruction, damage or theft:
 - a) from confiscation or detention by customs or other officials or authorities;
 - b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, mobile phones and accessories, computers/games consoles (including handheld consoles) and/or accessories, televisions, sports gear whilst in use (other than **ski equipment** for winter sports trips where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products, satellite navigation systems (GPS) and or/accessories, Personal Digital Assistants (PDA's and/or accessories);
 - c) due to wear and tear, denting or scratching, moth or vermin;
 - d) of **valuables** left as checked-in baggage.
- 7) for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in,
- 8) for **valuables** stolen from an unattended vehicle.
- 9) for **personal baggage** stolen from:
 - a) an unattended vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry or,
 - b) an unattended vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;
- 10) for any shortages due to error, omission or depreciation in value;
- 11) for any property more specifically insured or recoverable under any other source;
- 12) for the cost of replacement locks;
- 13) for anything mentioned in the General Exclusions.

SECTION 8 – PERSONAL PUBLIC LIABILITY

YOU ARE COVERED

Up to the total amount shown in the Summary of Cover for **your** legal expenses and legal liability for damages which were caused by an accident that happened during the trip, and leads to a claim made against **you** for:

- 1) accidental bodily injury to a person who is not a member of **your** family, household or employed by **you**;

2) loss of or damage to any property which does not belong to, is not in the charge or control of **you**, or any member of **your** family, household or employee;

3) damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

YOU ARE NOT COVERED FOR

- 1) fines imposed by a Court of Law or other relevant bodies;
- 2) anything caused directly or indirectly by:
 - a) liability which **you** are responsible for, because of an agreement that was made;
 - b) injury, loss or damage arising from:
 - i) ownership or use of aircraft, horse-drawn or mechanical/ motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
 - ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
 - iii) the carrying out of any trade or profession;
 - iv) racing of any kind;
 - v) any deliberate act;
 - c) liability covered under any other insurance policy;
- 3) anything mentioned in the General Exclusions.

NOTE – If you are using a mechanical/motorised vehicle, make sure that you are adequately insured for third party cover, as you are not covered under this insurance.

SECTION 9 – HOME HELP OR NANNY

YOU ARE COVERED FOR

Up to the amount shown in the Summary of Cover in total for the cost of home help services or a registered nanny in **your Home Country**, if **you** get written advice from a doctor that **you** have to go into hospital or stay in bed immediately after being repatriated during **your** journey.

YOU ARE NOT COVERED FOR

- 1) any claim:
 - a) which does not directly relate to the accident or illness, that happened during **your** journey;
 - b) which the emergency assistance company has not authorised;
 - c) where **you** needed home help or a registered nanny before **you** began **your** journey.
- 2) anything mentioned in the General Exclusions.

SECTION 10 – SKI EQUIPMENT

This section of cover is only applicable if the appropriate winter sports premium has been paid.

YOU ARE COVERED

1) SKI EQUIPMENT

Up to the amount shown in the Summary of Cover for the value or repair of **your** own **ski equipment** (after making proper allowance for wear and tear and depreciation) or hired **ski equipment**, if they are lost, stolen or damaged during **your** trip.

Please note: Claims for owned **ski equipment** will only be calculated as follows:

| | |
|---------------------|-----------------------|
| Up to 12 months old | 85% of purchase price |
| Up to 24 months old | 65% of purchase price |
| Up to 36 months old | 45% of purchase price |
| Up to 48 months old | 30% of purchase price |
| Up to 60 months old | 20% of purchase price |
| Over 60 months old | 0% |

2) SKI HIRE

For the amount shown in the Summary of Cover for the reasonable cost of hiring replacement **ski equipment** as

a result of the accidental loss, theft or damage of **your own ski equipment** during the period of Insurance.

3) DELAYED SKI EQUIPMENT

Up to the amount shown in the Summary of Cover towards the cost of hiring replacement **ski equipment** necessities, if **your own ski equipment** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

YOU ARE NOT COVERED

- 1) the excess as shown in the Summary of Cover. The excess will apply for each and every incident per each insured person involved in the incident (not applicable to 2 and 3 above);
- 2) if **you** do not exercise reasonable care for the safety and supervision of **your own** or **your hired ski equipment**;
- 3) if **you** do not obtain a written police report within 48 hours of the discovery in the event of loss, burglary or theft of **your own** or **your hired ski equipment**;
- 4) if **your own** or **your hired ski equipment** is lost, damaged or delayed in transit, if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **your own** or **your hired ski equipment** stolen from:
 - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
 - b) an unattended vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am.
- 7) for anything mentioned in the General Exclusions.

SECTION 11 – SKI PACK

This section of cover is only applicable if the appropriate winter sports premium has been paid.

YOU ARE COVERED

Up to the amount shown in the Summary of Cover for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

YOU ARE NOT COVERED

- 1) for the excess as shown in the Summary of Cover. The excess will apply for each and every incident per each insured person involved in the incident;
- 2) for claims that are not confirmed as medically necessary by Ireland Assist Emergency Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to ski and unable to use the **ski pack** facilities;
- 3) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 – Medical Emergency Expenses;
- 4) for anything mentioned under the General Exclusions

SECTION 12 – PISTE CLOSURE

This section of cover is only applicable if the appropriate winter sports premium has been paid.

Cover is only available under this Section between 1st December to 30th April.

If there is a lack of snow in **your** resort and it closes, which prevent **you** from skiing.

YOU ARE COVERED

- 1) for the amount shown in the Summary of Cover towards the costs **you** have to pay to travel to another resort or
- 2) for the amount shown in the Summary of Cover for each full day **you** are unable to ski, if **your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked period of insurance of **your** trip.

YOU ARE NOT COVERED

- 1) for claims where **you** have not obtained confirmation of resort closure from the local representative;

- 2) for claims where not all skiing facilities are totally closed;
- 3) for claims where the lack of snow conditions are known or are public knowledge at the time of effecting this insurance;
- 4) for anything mentioned in the General Exclusions.

SECTION 13 – LEGAL COSTS AND EXPENSES

YOU ARE COVERED

If **you** die or are injured as a result of an accident which occurs during **your** trip during the period of insurance, and **you** or **your** legal representative take legal action to get compensation, **we** will do the following in an attempt to get compensation for the death or injury:

- 1) provide up to £25,000 for each **insured person** (but not more than £50,000 in total for all **insured persons**) for any fees and other disbursements reasonably incurred by **your** legal representatives in connection with any claim or legal proceedings, including costs and expenses of expert witnesses and costs incurred by **us**;
- 2) any costs payable by **you** following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings;
- 3) any fees, expenses and other disbursements reasonably incurred in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator;
- 4) provide up to £1,000 for each **insured person**, for travel costs that have to be paid to go to a foreign court in connection with any legal action under 1) above;
- 5) if no compensation is received either as a result of the claim being abandoned or failing, then subject to the limits of cover stated in the policy and policy schedule **we** will pay the costs incurred;
- 6) if compensation is recovered for **you** then the usual costs rules of the relevant jurisdiction will apply. In some jurisdictions **you** will recover **your** costs, in others **you** will not. Any costs not recovered must first be met from the compensation. If the value of the costs not recovered exceeds the compensation then **we** will pay the balance of costs after the application of the compensation, subject to the limits of the cover in the policy and policy schedule.

YOU ARE NOT COVERED

- 1) legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, Mapfre Assistance or their agents, someone **you** were travelling with or another **insured person**;
- 2) legal costs and expenses incurred prior to the granting of support by **us** in writing;
- 3) any claims notified to **us** more than 180 days after the date of the incident giving rise to such claim;
- 4) any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation;
- 5) any claim where **you** are insured for legal costs and expenses under any other insurance policy;
- 6) any claim where legal costs and expenses are based directly or indirectly on the amount of compensation award (Contingency Fee Agreement);
- 7) legal costs and expenses incurred if an action is brought in more than one country;
- 8) any claim where in **our** opinion there is insufficient prospect of success in obtaining a reasonable benefit;
- 9) anything detailed in the General Exclusions.

Conditions

- 1) **We** shall have complete control over the legal proceedings and the appointment and control of a lawyer. **We** shall appoint a lawyer on **your** behalf with the expertise necessary to pursue **your** claim.
- 2) **You** must follow the lawyer's advice and provide any information and assistance required. Failure to do so will entitle **us** to withdraw cover.
- 3) **We** must have access to any and all of the lawyer's file of papers.
- 4) **We** may include a claim for **our** legal costs and expenses.

SECTION 14 – LOSS AND HIRE OF GOLF EQUIPMENT

Cover is only in place if the Golf cover premium has been paid

YOU ARE COVERED

- 1) **Loss of Golf Equipment**

Up to the amount shown in the Summary of Cover for the value of repair of **your own golf equipment** (after making proper allowance for wear and tear and depreciation) or hired **golf equipment**, if they are lost, stolen or damaged during **your** trip, limited to the amount shown in the Summary of Cover for any one item.

2) Hire of Golf Equipment

For the amount shown in the Summary of Cover, for the reasonable cost of hiring replacement **golf equipment** as a result of the accidental loss, theft or damage of **your own golf equipment** during the Period of Insurance.

YOU ARE NOT COVERED

- 1) for the excess as shown in the Summary of Cover. The excess will apply for each and every incident per each insured person involved in the incident;
- 2) if **you** do not exercise reasonable care for the safety and supervision of **your own** or **your hired golf equipment**;
- 3) if **you** do not obtain a written police report within 48 hours of the discovery in the event of loss, burglary or theft of **your own** or **your hired golf equipment**;
- 4) if your own or your hired **golf equipment** is lost, damaged or delayed in transit if you do not;
 - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within seven days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **your own** or **your hired golf equipment** stolen from:
 - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
 - b) an unattended vehicle (other than motorcaravans) left for any period between the hours of 9 pm and 9 am;
- 7) for anything mentioned in the Conditions and General Exclusions.

SECTION 15 – LOSS OF GREEN FEES

Cover is only in place if the Golf Cover premium has been paid.

YOU ARE COVERED

Up to the amount shown in the Summary of Cover for the unused portion of **your** Green Fees costs paid for or contract to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused Green Fees.

YOU ARE NOT COVERED

- 1) for claims that are not confirmed as medically necessary by the Ireland Assist Emergency Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to golf and unable to use the golf facilities;
- 2) for anything mentioned under **You are not covered for** of Section 6 – Medical Emergency Expenses;
- 3) for anything mentioned under the General Exclusions.

SECTION 16 – HOLE IN ONE

Cover is only in place if the Golf Cover premium has been paid.

YOU ARE COVERED

For the amount shown in the Summary of Cover if **you** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course.

NOTE – this benefit will only be payable once in any game.

YOU ARE NOT COVERED

- 1) if **you** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed;
- 2) for anything mentioned under the General Exclusions.

SECTION 17 – END SUPPLIER FAILURE INSURANCE

YOU ARE COVERED

Up to the amount shown in the Summary of Cover for each Person-Insured named on the Invoice for:

- 1) Irrecoverable sums paid in advance in the event of insolvency of the Travel or Accommodation provider not forming part of an inclusive holiday prior to departure, or
- 2) In the event of insolvency after departure:
 - a) additional pro rata costs incurred by the Person-Insured in replacing that part of the travel arrangements to a similar standard to that originally booked, or
 - b) if **curtailment** of the holiday is unavoidable – the cost of return transportation to the **United Kingdom**, Channel Islands, Isle of Man or Ireland to a similar standard to that originally booked.

YOU ARE NOT COVERED

- 1) for travel or accommodation not booked within the **United Kingdom**, Channel Islands, Isle of Man or Ireland prior to departure;
- 2) for the financial failure of:
 - a) any travel or accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of the policy schedule;
 - b) any travel or accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim);
 - c) any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation.
- 3) for any loss for which a third party is liable or which can be recovered by other legal means.
- 4) for any losses that are not directly associated with the incident that caused **you** to claim. For example, loss due to being unable to reach **your** pre booked hotel following the financial failure of an airline.
PROVIDED THAT in the case of 2(a) and (b) above where practical the Person-Insured shall have obtained the approval of the insurer prior to incurring the relevant costs by contacting the insurer as set out in 'How To Make A Claim' - Section 17 - End Supplier Failure Insurance on page 5.

GENERAL EXCLUSIONS

YOU ARE NOT COVERED

Anything directly or indirectly caused by:

- 1) **your** suicide, deliberately injuring yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **you** are trying to save someone's life);
- 2) **you** being compulsorily detained as a psychiatric patient in a hospital or other medical facility. (This exclusion applies in all cases whether the premium has been paid to cover a **pre-existing medical condition** or not);
- 3) professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, scuba diving to a depth greater than 30 metres, scuba diving without a qualified instructor, or dangerous pursuits;
- 4) air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft);
- 5) air travel within 24 hours of scuba diving;
- 6) bankruptcy/liquidation of any tour operator, travel agent or transportation company (except under the terms of Section 17 - End Supplier Failure Insurance);
- 7) any other loss connected to the event **you** are claiming for unless **we** specifically provide cover under this policy;
- 8) loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
 - c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
- 9) a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
b) any act of terrorism not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:
 - i) this exclusion will not apply to Section 5 – Personal Accident or Section 6 – Medical Emergency Expenses provided that the Insured Person suffering personal accident injury or illness has not

participated in or conspired in such activities,

ii) provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of terrorism or series of acts of terrorism occurring within a 72 hour period is £2,500,000 in the aggregate.

c) any act of terrorism involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:

An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;

d) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;

You are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect;

10) **you** riding on a motorcycle, Quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **you** fail to wear a crash helmet;

11) **you** driving a motor vehicle or riding a motorcycle, Quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;

12) the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;

13) mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;

14) **your** manual work or hazardous occupation of any kind;

15) taking part in dangerous expeditions or the crewing of a vessel outside European waters;

16) any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;

17) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 5 – Personal Accident, Section 6 – Medical Emergency Expenses);

18) off-piste skiing except whilst under the supervision of a qualified guide/instructor;

19) ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs;

20) ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;

21) **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.

CONDITIONS

1. No payment will be made under Sections 1, 2, 5, 6, 9, 11 and 15 without appropriate medical certification.

2. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.

3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **our** expense.

4. **You** must take all reasonable steps to recover any lost or stolen article.

5. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.

6. The original policy schedule must be produced before any claim is paid.

7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.

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

9. **We** may at any time pay to **you our** full liability under the policy after which no further payments will be made in any respect.

10. It is a condition of this insurance that all material facts have been disclosed to **us**, failure to do so may invalidate this insurance leaving **you** with no right to make a claim.

11. If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.

12. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

COMPLAINTS PROCEDURE

Any enquiry or complaint **you** may have regarding **your** policy, or a claim notified under **your** policy, may be addressed to **us**. Please quote details of the policy, including **your** policy schedule number and/or claim number to enable the enquiry to be dealt with speedily.

FOR COMPLAINTS ABOUT THE SALE OF YOUR POLICY

You can register **your** complaint by telephone, letter or email.

Tel: 0800 783 3157

Postal address: Grosvenor House, 112-114 Prince of Wales Road, Norwich NR1 1NS

Email: mssociety@heathlambert.com

When **you** contact MS Society Insurance Services please provide a telephone number. If possible MS Society Insurance Services will call **you** within one working day and try to resolve the issue straight away. Otherwise MS Society Insurance Services will record the nature of **your** complaint and assign a complaints handler who will complete a full investigation and contact **you** in writing. MS Society Insurance Services follow the FSA guidelines to complaints handling, a copy of MS Society Insurance Services complaints procedure is available upon request.

FOR ALL OTHER COMPLAINTS FOLLOWING A CLAIM NOTIFICATION, YOU SHOULD WRITE TO THE FOLLOWING:

FOR ALL SECTIONS

The Customer Relations Manager, Mapfre Assistance, Maitland House, Warrior Square, Southend-On-Sea, Essex, SS1 2JY. E-mail: complaints@travelclaimsservices.com

If **you** are still not satisfied **you** have the right to refer any dispute to the **Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.**

AllClear Insurance Services Limited are authorized and regulated by the Financial Services Authority. Mapfre Asistencia is authorized by the Financial Services Authority (Firm Reference Number 203041).

This can be checked on the FSA's register by visiting the FSA's website at <http://www.fsa.gov.uk/register/home.do> or by contacting them on 0845 606 1234.

Financial Services Compensation Scheme

Mapfre Assistance is covered by the financial services compensation scheme (FSCS).

This means that you may be entitled to compensation from the scheme if we cannot meet our obligation.

This depends on the type of business and the circumstances of the claim.

Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 020 7892 7300.

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Company Number: FC021974. Branch Number BR008042.

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