



TRAVEL INSURANCE

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.

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 (refer to General Exclusions item 20, page 17) 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.
- **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 well being 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. A telephone based medical screening service is available. Please do use this service to ensure **you** are fully protected. Please refer to pages 5 and 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 the Insurer 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. Where there is an excess, **you** will be responsible for paying the first part of a claim.
- **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 30.
- **“COOLING OFF” PERIOD:** The policy contains a “cooling off” period which allows **you** to return the policy and obtain a full refund if **you** have a reason to be dissatisfied with the cover provided. Please refer to page 5.
- **HAZARDOUS HOLIDAY ACTIVITIES:** The policy will not cover **you** when **you** take part in certain hazardous activities. Please refer to pages 15, 16 and 17.
- **GOVERNING LAW:** **Your** policy is governed by English Law.

The policy applies to all persons named on the Validation Certificate 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
Personal Cover

Cover	Limit per Person	Excess per Person
1. Cancellation*	£1,000*	£80*
2. Curtailment*	£1,000*	£80*
3. Travel Delay	£20/£10/£60	Nil
4. Personal Accident Death PTD	£5,000 £5,000	Nil
5. Medical Emergency Expenses	£1,000,000	£50
6. Medical Inconvenience Benefit	£15/£300	Nil
7. United Kingdom Expenses	£1,000	Nil
8. Personal Property Single Article Limit Valuables Limit Delayed Baggage Personal Money	£1,000** £250 £250 £50 £250** (£100** cash)	£50 £50 £50 Nil £50
9. Personal Public Liability	£1,000,000	£50

*These limits and excesses are per booking

**These limits halved for children under 16 years

Excess will apply for each Insured Person per claim per section claimed, where applicable, unless otherwise indicated.

The following cover applies only if **you** have opted for Breakdown Cover and paid the additional premium.

Breakdown Cover

(Please see overleaf for full details of cover, conditions and exclusions)

Maximum cover for all trips and policies in any 1 year £15,000

Alternative transport/car hire	Up to £100
Repatriation of vehicle and up to 6 insured passengers	Up to policy limit
Emergency overnight Accommodation	Up to £240
Replacement Keys	Assistance with delivery only

24 HOUR MEDICAL EMERGENCY SERVICE SPECIALTY

IMPORTANT – please quote Reference BreakFree

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

EMERGENCY TELEPHONE NUMBER: +44 (0)20 7902 7121

FAX: +44 (0)20 7928 4748

When an Insured Person calls upon the services of Specialty Emergency Service it is a condition of service that Specialty Emergency Service shall solely be responsible for all decisions on the most suitable and reasonable solution to any assistance request.

Be prepared to give: a) insurance validation certificate number; b) name and address of agent or broker from whom it was purchased; c) dates of outward and return travel; d) details of problem including name and address of patient and nature of illness/accident; e) names and telephone numbers of hospital, attending **Medical Practitioner** and usual GP in the **United Kingdom**.

The service includes, where necessary:

- Multi-lingual assistance with hospitals and doctors;
- Guarantee of appropriate medical costs;
- Repatriation arrangements including a nurse/doctor escort where medically necessary;
- Travel arrangements for other members of your party or **immediate relative**;
- On arrival in the **United Kingdom**, suitable transport to hospital or **home**.

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

OUT-PATIENT TREATMENT

If **you** are in SPAIN, GREECE, CYPRUS, PORTUGAL or TURKEY and need out-patient medical treatment please provide a copy of **your** Validation Certificate to the **Medical Practitioner** and **your** treatment will be paid by ChargeCare International in line with the policy. **You** will be asked to fill in a simple form to confirm the treatment. The **Medical Practitioner** will send the form to ChargeCare International together with the balance of the medical bill after deduction of the policy excess **you** may have paid to the **Medical Practitioner**.



Email: newcase@chargecare.net

24 HOUR CALL ASSIST

What to do if you breakdown

If **your vehicle** breaks down in the UK please call our 24 hour Control Centre on:

01206 714830

or for assistance in Europe, call **us** on:

0044 1206 714830

Please have the following information ready to give to **our** Rescue Controller, who will use this to validate **your** policy.

1. **Your** return telephone number with area code.
2. **Your vehicle** registration.
3. The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances).

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 BreakFree Holidays Travel Insurance and which section of the policy **you** are claiming under.

FOR SECTIONS 1 TO 9

Preferential Administration Services

6th Floor, Central House, Clifftown Road, Southend-on-Sea, Essex SS1 1AB

Telephone: 0843 208 2025

(calls may be monitored or recorded for quality purposes)

Please quote scheme number BF100

FOR SECTIONS A to D

CALL ASSIST

In the UK: **01206 714830**

In Europe: **0044 1206 714830**

- 2) Then return **your** completed claim form to the claims service together with **your** original policy and validation certificate, 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.

Please remember that it is always advisable to retain copies of all documents when submitting **your** claim form. **We** recommend **you** use registered post in order to handle claims quickly, **we** may use appointed claims handling agents.

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No OPT/09/01/197 issued by Optimum Underwriting Limited as Underwriting Agents for Groupama Insurance Company Limited. This document gives the full terms, exceptions and conditions of the policy. **Your** policy is governed by English Law.

Optimum Underwriting Limited and Groupama Insurance Company Limited are authorised and regulated by The Financial Services Authority.

PERIOD OF INSURANCE

Cancellation cover applies as soon as the premium has been paid and the policy wording is issued. The remaining covers apply for the duration of the booked trip (or earlier return to the **United Kingdom**). 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 – 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), if it does not meet **your** requirements.

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.

MEDICAL HEALTH REQUIREMENTS

This insurance policy is designed to cover you for unforeseen illnesses and accidents occurring during the period of insurance.

Have you, anyone travelling with you or any person on whose health the trip depends (i.e. you would cancel or curtail your trip due to this person's illness, injury or death):

- 1) suffered from any Pre-existing conditions that may require investigation or treatment in the future?

2) been prescribed any medication, received any treatment, undergone any investigations or attended any consultations (with GP or specialist) for ANY medical conditions during the last 12 months (other than common colds or flu)?

3) ever been prescribed medication, received treatment or undergone investigations for:

- i) a heart attack, angina, chest pains or any other heart condition?
- ii) high blood pressure, blood clots, high cholesterol or any other circulatory disease?
- iii) any form of stroke, Transient Ischaemic Attack (TIA) or brain haemorrhage?
- iv) a cancerous condition?

4) been placed on a waiting list for out/day/in-patient treatment, investigations or surgery?

5) been diagnosed with a terminal condition?

6) been diagnosed as suffering from anxiety or depression or any psychiatric condition before applying for this insurance?

7) are you aware of any reason why the trip could be cancelled or curtailed, or of any Pre-existing condition which could result in a claim?

If you answer "YES" to any of the questions above at the time of taking out this insurance, or at any time between taking out the insurance and the start date of your trip, you must notify the BreakFree Medical Helpline immediately on 0845 250 5228. Any claims relating to such conditions, which have not been declared, will not be covered by this insurance.

If circumstances change after you have taken out this insurance, we reserve the right to alter the terms of this insurance based on the changed circumstances.

Cover for the conditions will only be provided following our acceptance. If you have any queries please do not hesitate to contact the BreakFree Medical Helpline on 0845 250 5228.

Travelling When Pregnant

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

By Air

After 28 weeks most airlines will require a letter from **your** Doctor or Midwife confirming **your** Estimated Date of Delivery and stating that there are no complications. **You** may travel, but **your** travel must be completed by 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

By Sea

Ferry companies and cruise liners have their own restrictions and may refuse heavily pregnant women beyond 32 weeks.

By Car, Coach and Train

There are no known restrictions. Please make sure **your** Doctor or Midwife are aware of **your** travel plans and that there are no known complications

GEOGRAPHICAL LIMITS

UNITED KINGDOM – Covers trips to, from, and within the **United Kingdom**, other than trips by Channel Island or Isle of Man residents to other parts of the **United Kingdom** and trips by other **United Kingdom** residents to the Channel Islands or Isle of Man.

EUROPE – Covers trips by **United Kingdom** residents to and from Europe, including trips by Channel Island or Isle of Man residents to other parts of the **United Kingdom** and trips by other **United Kingdom** residents to the Channel Islands or Isle of Man. It will also include Republic of Ireland and Countries bordering the Mediterranean, Madeira, Commonwealth of Independent States (west of the Ural Mountains) and the Canary Islands.

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 the **United Kingdom**.
- 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), if it does not meet **your** requirements.
- 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 (unless otherwise stated) 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) This policy is not valid for trips exceeding 6 months.
- 8) This policy is only available to persons under the age of 80 years (at the date of issue).

DEFINITIONS

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

We/Us/Our – Optimum Underwriting Limited as Underwriting Agents for Groupama Insurance Company Limited.

You/Your – Each Insured Person.

Civil Partner – the person living with the insured person as a husband or wife, including same sex partner, for at least six consecutive months prior to the date of application and living at the same address.

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/Curtailed/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**.

Immediate Relative – Mother, father, sister, brother, wife, husband, civil partner, son, daughter (including fostered), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, 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, passports, petrol coupons and green cards held by **you** for social, domestic and pleasure purposes.

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 there is no business or occupation which **you** are able to attend to which having lasted for a period of 12 months is, at the end of that period beyond hope of improvement.

Pre-existing condition – any disease, illness or injury for 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 disorders.

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.

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/video media, telescopes and binoculars.

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

SECTION 1 – CANCELLATION

YOU ARE COVERED

Up to £1,000 if **your** travel and accommodation arrangements are cancelled before **your** departure from the **United Kingdom**, 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.

YOU ARE NOT COVERED FOR

- 1) the first £80 of each and every incident per each insured booking;
- 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 provide the airline with a letter from **your Medical Practitioner** or Midwife confirming the estimated date of delivery, that there are no complications and **you** are fit to fly;
- 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 the **United Kingdom** earlier than planned.

This section includes the services of the Medical Emergency Service (details shown on page 4) 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 £1,000 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 the **United Kingdom** 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 the **United Kingdom**;
 - iii) a **close business associate** of **yours** resident in the **United Kingdom**.
 - 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 the **United Kingdom**.

- 2) Reasonable additional travelling expenses incurred by **you** for returning to the **United Kingdom** (Economy Class) earlier than planned for a reason stated in benefit 1) of this section.

YOU ARE NOT COVERED FOR

- 1) the first £80 of each and every incident per each insured booking;

- 2) claims that are not confirmed as medically necessary by the Medical 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 the Medical Emergency Service, as detailed on page 4;
- 4) claims where a theft of passport has not been reported to the necessary authorities, and a written report obtained;
- 5) the cost of **your** original return trip if this has already been paid and **you** need to **curtail your** journey;
- 6) the cost of any visas required in connection with **your** trip;
- 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.

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

SECTION 3 – TRAVEL DELAY

This section does not apply to trips within the **United Kingdom** (except for trips to the Channel Islands).

YOU ARE COVERED

- 1) For a benefit of £20 for the first full 12 hours **you** are delayed and £10 for each full 12 hours **you** are delayed after that, up to a maximum of £60 (regardless of the number of incidents of delay); or
- 2) up to the amount under the cancellation section of this policy (less £80 excess) 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 the **United Kingdom** 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 first £80 of each and every incident per each insured booking (this is only applicable if **you** abandon the trip);
- 2) if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;
- 3) 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;
- 4) for anything mentioned in the General Exclusions.

NOTE – This section only applies for delays at **your** final international departure point to or from the **United Kingdom**.

SECTION 4 – PERSONAL ACCIDENT

YOU ARE COVERED FOR

The following benefits, 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 – £5,000
- 2) **Loss of limb**, total and permanent **loss of sight** in one or both eyes or **permanent total disablement** – £5,000

NOTE – If **you** are aged under 16 or over 70 at the time of the accident the death benefit will be limited to funeral and other expenses up to £2,000 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) a disease or any physical defect or illness;
- 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 5 – MEDICAL EMERGENCY EXPENSES (not private health insurance)

This section applies to trips:

- a) outside the **United Kingdom**;
 - b) by a Channel Islands or Isle of Man resident to other parts of the **United Kingdom**;
 - c) by other **United Kingdom** residents to the Channel Islands or Isle of Man.
- 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 Medical Emergency Service. Please refer to page 4.

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

YOU ARE COVERED

Up to £1,000,000 for costs incurred outside the **United Kingdom**:

- 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) in the event of death:
 - a) for conveyance of the body or ashes to the **United Kingdom** (the cost of burial or cremation is not included), or,
 - b) local funeral expenses abroad limited to £2,000;

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 Medical 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 first £50 of 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 in consequence of:
 - a) surgery or medical treatment which in the opinion of the attending **Medical Practitioner** and the Medical Emergency Service doctor can be reasonably delayed until **your** return to the **United Kingdom**;
 - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside the **United Kingdom**;
- 4) for preventative treatment which can be delayed until **your** return to the **United Kingdom**;
- 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 the Medical Emergency Service doctor;
- 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) **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;
- 15) for anything mentioned in the General Exclusions.

SECTION 6 – MEDICAL INCONVENIENCE BENEFIT

This section applies to trips:

- a) outside the **United Kingdom**;
- b) by a Channel Islands or Isle of Man resident to other parts of the **United Kingdom**;
- c) by other **United Kingdom** residents to the Channel Islands or Isle of Man.

Cover does not apply otherwise to trips within the **United Kingdom**.

YOU ARE COVERED FOR

A benefit of £15 per each complete 24 hours spent as an in-patient if **you** are admitted to a registered hospital abroad up to a maximum of £300, in addition to any eligible medical expenses incurred under Section 5 of this policy.

NOTE – Documentation must be submitted to confirm the date and time of admission and discharge.

YOU ARE NOT COVERED FOR

- 1) **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;
- 2) anything mentioned in the General Exclusions.

SECTION 7 – UNITED KINGDOM EXPENSES

This section covers trips within the **United Kingdom**.

YOU ARE COVERED

Up to £1,000 for the following expenses reasonably incurred during **your** trip if **you** become ill or **you** are injured:

- 1) reasonable additional accommodation expenses incurred by **you** or one relative or friend remaining with **you**, including the increased cost of **your** return travel **home** and additional travelling expenses incurred by one relative or friend travelling to or with **you**;
- 2) reasonable expenses incurred in the event of **your** death for conveyance of the body or ashes to **your home**. (The cost of burial or cremation is not included).

YOU ARE NOT COVERED FOR

- 1) **you** undertaking a trip when travelling by air or sea 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;
- 2) anything mentioned in the General Exclusions.

SECTION 8 – PERSONAL PROPERTY

YOU ARE COVERED

1) PERSONAL BAGGAGE

Up to £1,000 for the value or repair of any of **your** own **personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). The maximum **we** will pay for the following items is:

- £250 for all **valuables** in total,
- £250 for any one article, pair and/or set of articles,
- £350 for all **golf equipment**,
- £75 for all sunglasses/prescription sunglasses,
- £50 for replacement keys (house and/or car only).

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 £50 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 £250 (limited to £100 for cash losses) 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 £125 overall (cash £50).

YOU ARE NOT COVERED

- 1) for the first £50 of 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** 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 due to confiscation or detention by custom or other officials/authorities:
- 7) for loss, destruction, damage or theft of:
 - a) contact lenses, dentures, hearing aids, samples, merchandise, bonds, coupons, securities, tents, antiques, pictures, typewriters, telephones, televisions, pedal cycles, dinghies, glass or china, alcohol, perishable goods, musical instruments, stamps or documents of any kind, boats and/or ancillary equipment, cigarettes or any other tobacco products, satellite navigation systems (GPS) and/or accessories, Personal Digital Assistants (PDA's) and/or accessories, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), computers/games consoles (including handheld consoles) and/or accessories, sports gear whilst in use;
 - b) **valuables** left as or carried in checked-in baggage,
 - c) wear and tear, loss of value, mechanical or electrical breakdown or damage caused by any process of cleaning, repairing or any damage caused by leaking powder or fluid carried within **your** baggage;
- 8) 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;
- 9) for **valuables** stolen from an unattended vehicle;
- 10) 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;
- 11) for any shortages due to error, omission or depreciation in value;
- 12) for any property more specifically insured or recoverable under any other source;
- 13) for the cost of replacement locks;
- 14) for any loss of jewellery (other than wedding rings) while swimming, or partaking in any hazardous pursuits;
- 15) for anything mentioned in the General Exclusions.

SECTION 9 – PERSONAL PUBLIC LIABILITY

YOU ARE COVERED

Up to a maximum of £1,000,000 for **your** legal expenses and legal liability for damages which caused by an accident that happened during the trip, 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) the first £50 of each and every incident per each insured person involved in the incident;
- 2) fines imposed by a Court of Law or other relevant bodies;
- 3) 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;
- 4) 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.

GENERAL EXCLUSIONS

We will not cover the following:

- 1) **We** will not be liable for claims where at the time of purchasing the policy or at the time of departure **you**, anyone travelling with **you** or any person on whose health the trip depends (i.e. **you** would cancel or **curtail your** trip due to this person's illness, injury or death):
 - a) was suffering from any **Pre-existing conditions** that may require investigation or treatment in the future
 - b) had been prescribed any medication, was receiving any treatment, undergoing any investigations or had attended any consultations (with a GP or specialist) for ANY medical conditions during the 12 months prior to purchasing the insurance (other than common colds or flu)
 - c) had ever been prescribed medication, received treatment or undergone investigations for:
 - i) a heart attack, angina, chest pains or any other heart condition
 - ii) high blood pressure, blood clots, high cholesterol or any other circulatory disease
 - iii) any form of stroke, Transient Ischaemic Attack (TIA) or brain haemorrhage
 - iv) a cancerous condition
 - d) had been placed on a waiting list for out/day/in-patient treatment, investigations or surgery
 - e) had been diagnosed with a terminal condition
 - f) had been diagnosed as suffering from anxiety or depression or any **psychiatric condition** before applying for this insurance.
 - g) or were aware of any reason why the trip could be cancelled or **curtailed**, or of any **Pre-existing condition** which could result in a claim unless **you** contacted Medical Helpline on 0845 250 5228, and cover had been agreed in writing.
- 2) any claim arising from **your** suicide, deliberately injuring yourself, being under the influence of drink or drugs (unless prescribed by a **Medical Practitioner**), alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **you** are trying to save someone's life);
- 3) any claim arising as a result of **your** participation in any professional or organised sports, winter sports, racing, speed or endurance tests, scuba diving to a depth greater than 30 metres, scuba diving without a qualified instructor (or buddy if qualified), or dangerous pursuits;

- 4) any claim arising through air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- 5) any claim arising from air travel within 24 hours of scuba diving;
- 6) any claim arising from the bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- 7) any other loss connected to the event **you** are claiming for, unless **we** specifically provide cover under this policy;
- 8) any claim arising from sexually transmitted infections;
- 9) any claim arising from **you** failing to take medication as prescribed by **your Medical Practitioner**;
- 10) any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivatives or variations thereof however caused;
- 11) any claim arising as a result of:
 - 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;
 - i) this exclusion will not apply to Section 4 – Personal Accident, Section 5 – Medical Emergency Expenses, Section 6 – Medical Inconvenience Benefit or Section 7 United Kingdom Expenses, provided that the Insured Person suffering personal accident injury or illness has not participated in or conspired in such activities.
 - b) any act of terrorism not involving the use or release of or threat thereof any nuclear weapon or any chemical or biological agents:
 - i) this exclusion will not apply to Section 4 – Personal Accident, Section 5 – Medical Emergency Expenses, Section 6 – Medical Inconvenience Benefit or Section 7 United Kingdom 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 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.

- 12) any claim for 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;
- 13) any claim arising as a result of **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;
- 14) any claim arising as a result of **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;

- 15) any claim 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;
- 16) any claim arising as a result of mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;
- 17) any claim arising as a result of **your** manual work or hazardous occupation of any kind;
- 18) any claim arising as a result of taking part in dangerous expeditions or the crewing of a vessel outside European waters;
- 19) any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;
- 20) any claim arising as a result of the 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 4 – Personal Accident, Section 5 – Medical Emergency Expenses, Section 6 – Medical Inconvenience Benefit and Section 7 – United Kingdom Expenses);
- 21) any claim arising as a result of **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.
- 22) any claim arising or resulting from **you** being involved in any malicious, reckless, illegal or criminal act.

CONDITIONS

1. No payment will be made under Sections 1, 2, 4, 5, 6 or 7 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 validation certificate 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. A material fact is one that is likely to influence **us** in accepting **your** insurance. This could be the state of **your** health or that of an **immediate relative** or any planned hazardous activities. This request also applies to any changes in these things prior to departure. If **you** do not tell **us** this may result in **your** claim being invalid.
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.

CALL ASSIST – BREAKDOWN COVER

Please check this policy to ensure **you** have the level of cover **you** need and read the following to help **you** use the service:

WHAT TO DO IF YOU BREAKDOWN

If **your** vehicle breaks down in the UK please call our 24 hour Control Centre on:
01206 714830

or for assistance in Europe, call **us** on:

0044 1206 714830

Please have the following information ready to give to **our** Rescue Controller, who will use this to validate **your** policy.

1. **Your** return telephone number with area code;
2. **Your vehicle** registration;
3. The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances);

We will take **your** details and ask **you** to remain by the telephone **you** are calling from. Once **we** have made all the arrangements **we** will telephone to advise who will be coming out to **you** and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. **You** will then be asked to return to **your vehicle**.

Please remember to guard **your** safety at all times but remain with or nearby **your** vehicle until **our** recovery operator arrives. Once **our** recovery operator arrives at the scene please be guided by their safety advice.

If **you** are broken down on a motorway and have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the police of **our** telephone number, they will then contact **us** to arrange assistance. If the police are present at the scene please advise them that **you** have contacted **us** or give them **our** telephone number to call **us** on **your** behalf.

YOUR COVER as shown in this policy

If **your vehicle** breaks down due to **mechanical** or **electrical** failure, which occurs during the course of a journey or at **your** home, service will be provided. **We** will provide cover for any **breakdown** in accordance with the policy wording and any costs involved with the roadside assistance or recovery to a local garage (not including parts and labour) during the period of insurance and within the **territorial limits**.

Roadside Assistance & Recovery

We will send help to the scene of the **breakdown** and arrange to pay call out fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of **our** Recovery Operator, they are unable to repair the **vehicle** at the roadside **we** will assist in the following way:

Arrange and pay for **your vehicle**, **you** and up to 6 passengers to be recovered to the nearest garage able to undertake the repair.

If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange for **your** vehicle, **you** and up to 6 passengers to be transported to **your** home or original destination whichever is nearer.

Alternative Travel*

If **our** repairing recovery operator is unable to repair **your vehicle** within the same working day or a period agreed between **you** and **our** Rescue Controller, **we** will pay up to £100.00 (maximum) towards the cost of alternative transport or car hire. **We** will also pay the cost of a single standard rail ticket for one person to return and collect the vehicle. This service can only be used to complete a journey whilst **your** vehicle is being repaired a minimum of 20 miles away from **your** home address.

Emergency Overnight Accommodation*

If **we** decide to provide alternative accommodation **we** will pay a maximum of £60.00 for a lone traveller or £40.00 per person for one night for **you** and up to 6 passengers. The maximum payment per incident is £240.00.

*These services will be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our** Rescue Controller. The policy will only pay for a group 1 hire car rate. **We** will only reimburse claims when **we** are in receipt of a valid invoice/receipt.

Caravans and Trailers

If **your vehicle** breaks down and **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length, **your** caravan/trailer will be recovered with **your vehicle** at no extra cost.

Keys

If **you** lose or break **your** keys **we** will pay the call out and mileage back to **our** recovery operator's base or **your** home if closer. All other costs incurred, including any specialist equipment needed to move the vehicle, will be at **your** expense.

Message Service

If **you** require, **we** will pass on two messages to **your** home or place of work to let them know of **your** predicament and ease **your** worry.

Home Assist

Your vehicle will be covered at **your** registered home address or within a one mile radius of your home address.

European Assist

We will provide service in a number of European countries where the maximum **duration** of any single trip does not exceed 21 nights, depending on the number of days purchased, as stated on **your** booking confirmation. Please ensure that **you** carry **your** V5 registration document with **you** during **your** journey. Regulations are different when **you** **breakdown** in Europe and help may take longer in arriving. **We** will require detailed information from **you** regarding the location of **your** vehicle. **We** will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements. When **we** have all the required information **we** will liaise with **our** European network. **You** will be kept updated and therefore, **you** will be asked to remain at the telephone number **you** called from. Countries covered by **our** insurance:

Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of Bosphorous) and Vatican City.

We will send help to the scene of the **breakdown** and arrange to pay call out fees and mileage charges needed to repair or assist with the **vehicle**.

If, in the opinion of our Recovery Operator, they are unable to repair the **vehicle** at the roadside **we** will assist in the following way:

Arrange and pay for **your vehicle**, **you** and up to 6 passengers to be recovered to the nearest garage able to undertake the repair.

If the **vehicle** cannot be repaired within 48 hours or any other time that **we** can agree, **we** will arrange for **your vehicle**, **you** and up to 6 passengers to be transported either to **your** home or original destination. During the 48 hours **we** will pay for the costs of alternative accommodation and alternative transport (to be agreed and authorised with **our** Rescue Controllers)

General Notes Relating to Europe

If **you** have broken down on a European motorway or major public road, **we** are generally unable to assist **you** and **you** will often need to obtain assistance via the SOS phones. The local services will tow **you** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further assistance. **We** will pay a maximum of £150 towards reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If **you** have broken down in a European Country during a Public Holiday, many services will be closed during the Holiday period. In these circumstances, **you** must allow **us** time to assist **you** and effect a repair to **your vehicle**. **We** will not be held liable for any delays in reaching **your** destination.

General Notes

Uninsured Service

We can provide assistance for faults that are not covered under this insurance policy or where **you** would like **us** to assist additional passenger

numbers who exceed the maximum of 6, stated within this policy. All costs (including an administration fee) must be paid for immediately by credit or debit card. If **you** wish to use this service please call **0800 9173365** and request the “pay on use service”.

Change of Vehicle

Our policy only covers the **vehicle** registered on **our** database, therefore any change must be notified immediately either by fax, telephone, writing or email. Please include **your** policy number, the new registration, make, model and colour of **your** vehicle and the date **you** wish **us** to make the change. If **you** do not notify **us** of the new vehicle details, **we** may not be able to supply **you** with a service.

Garage Repairs

Any repairs undertaken by **our** Recovery Operators at their premises are provided under separate contract, which is between **you** and the garage.

Multiple Vehicle Policies

Multiple vehicle policies must be registered to one address within the **United Kingdom**.

Governing Law

English Law governs this insurance.

Language

We have chosen to use the English language in all documents and communication relating to this policy.

Definitions

US, WE, OUR - means Call Assist Ltd.

YOU, YOUR - the person named as ‘the insured’ on the booking confirmation.

VEHICLE - the **vehicle(s)** registered with Call Assist.

BREAKDOWN - an electrical or mechanical failure to the **vehicle**, which immediately renders the **vehicle** immobilised.

TERRITORIAL LIMITS - England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man plus the following countries and territories Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of Bosphorous) and Vatican City.

DURATION - commences from the date of your departure from the UK and ceases upon your return to the UK for a period not exceeding 21 nights.

EXCLUSIONS applying to all sections unless otherwise stated:

This insurance does not cover the following: -

1. a, Any caravan/trailer where the total length exceeds 7 metres (23 feet) and where it is not attached to the **vehicle** with a standard towing hitch.
b, **Breakdowns** or **accidents** to the caravan or trailer itself.
2. **Vehicles** not registered with **us**.
3. **Vehicles** over 10 years old.
4. Minibuses, vans, commercial **vehicles** or limousines.
5. The cost of any parts, components or materials used to repair the **vehicle**.
6. Repair and labour costs other than half an hour roadside labour at the scene.
7. Any costs or expenses not authorised by **our** Rescue Controllers.
8. The cost of food, drinks, telephone calls or other incidentals.
9. The cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **vehicle**.
10. The cost of fuel, oil or insurance for a hire **vehicle**.
11. Service if **you** already owe **us** money.
12. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes effect **we** will only recover to one address in respect of any one **breakdown**.
13. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within an agreed time.

14. **Breakdowns** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
15. **Vehicles** running out of fuel.
16. Where service cannot be effected because the **vehicle** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
17. Any request for service if the **vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where the **vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
18. Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
19. Overloading of the **vehicle** or carrying more passengers than it is designed to carry.
20. Claims not notified and authorised prior to expenses being incurred.
21. The charges of any other company (including police recovery) other than **our** Recovery Operator or of car hire or accommodation charges except those authorised by **us**.
22. Any damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for **you** to collect **your vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.
23. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
24. Any false or fraudulent claims.
25. Failure to comply with requests by **us** or **our** Recovery Operators concerning the assistance being provided.
26. Fines and penalties imposed by courts.
27. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
28. Ferry and Toll charges outside of mainland UK.
29. Any claims relating to the following:
 - a) **Vehicles** in excess of 3,500 kg (3.5 tonnes).
 - b) **Vehicles** more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high.
 - c) Non standard, customised or modified **vehicles** unless declared and agreed with **us** prior to taking the insurance.
30. Any request for service where remedial action has not been taken within 2 working days following a previous **breakdown** or temporary repair being made, unless in transit between a temporary repair and a repairing garage.
31. More than six callouts per policy per year.
32. Claims totalling more than £15,000 in any one year.
33. Any cost recoverable under any other insurance policy that **you** may have.
34. Storage charges.
35. **Vehicles** that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised.
36. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
37. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your** home once it has been inspected or repaired.

38. Any cost that would have been incurred if no claim had arisen.
39. The cost of draining or removing contaminated fuel.
40. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
41. Service where glass or windscreens have been damaged or broken as a result of an accident, theft or act of vandalism.
42. Any cover which is not specifically detailed within this policy.
43. Any claim where the **duration** of a single trip is planned to or subsequently exceeds 21 nights.
44. Any claim within 24 hours of the time the policy is purchased.
45. Assistance following an **accident**, theft, or vandalism.
46. Any breakdown that occurred before the policy commenced or before it was upgraded.

Additional exclusions applying to the European Assistance

1. Service where repatriation costs exceed the market value of the **vehicle**.
2. The cost of recovery from a European motorway exceeding £60.00.
3. Repatriation to the UK within 48 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments **you** have made within the UK.
4. Repatriation if the **vehicle** can be repaired but **you** do not have adequate funds for the repair.

General Conditions applying to all sections

1. **We** will provide cover if
 - (a) **You** have met all the terms and conditions within this insurance.
 - (b) The information provided to **us**, as far as **you** are aware, is correct.
2. The policy is not transferable.
3. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
4. **We** can request proof of outbound and inbound travel dates.
5. **We** may cancel the policy by sending 7 days notice to **your** last registered address.
6. **We** may decline service if **you** have an outstanding debt with **us**.
7. **We** will only pay ferry and toll fees within the confines of the United Kingdom of Great Britain and Northern Ireland.
8. **We** must be advised immediately at the time of contacting **us** for assistance, if **your vehicle** is fitted with alloy wheels. If **we** are not advised and **we** are unable to provide the service promptly or efficiently through the agent who will be assisting **you**, **you** will be charged for any additional costs incurred.
9. **Vehicles** unable to carry a serviceable spare wheel or an aerosol repair kit will be recovered to an appropriate local garage only. An excess of £40.00 must be paid immediately by credit or debit card before assistance can be provided.
10. If **we** are able to repair **your vehicle** roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by credit or debit card.
11. If a call out is cancelled by **you** and a recovery operator has already been dispatched, **you** will lose a call out from **you** policy. **We** recommend **you** to wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the vehicle breaks down again within 12 hours, **you** will be charged for the second and any subsequent call outs.
12. **We** have the right to refuse to provide the service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our** Rescue Controllers or **our** Recovery Operators.
13. If, in **our** opinion, the vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate **your** policy immediately notifying **you**, by letter to **your** registered address, of what action **we** have taken.
14. In the event **you** use the service and the fault is subsequently found not to be covered by the policy **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.

15. The repair must be carried out if the **vehicle** is recovered to a dealership and the dealership can repair the **vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be denied.
16. **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **you** do not have funds available, any further service related to the claim will be denied.
17. If the **vehicle** is beyond economical repair **we** have the option to offer the market value of the **vehicle** to **you** and pay for alternative transport home.
18. **We** reserve the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.
19. The transportation of livestock (including dogs) will be at the discretion of the recovery operator. Alternative transport can be arranged but **you** will need to pay for this service immediately by credit or debit card.
20. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
21. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided.
22. This policy has a cooling off period of 14 days from the time **you** receive this policy terms and conditions. If you do not wish to continue with the insurance, we will provide a refund of premium paid, less a £10.00 administration fee. However, a refund of premium is not available if the total duration of the policy is for a period of less than one month. If you exercise your right to cancel, the policy will be regarded as not taken up, and cancelled from inception. You may cancel your policy after this period, but no refund of premium is available. Please call 01206 714830.
23. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.

Should **you** wish to contact **us**, write to: Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester CO1 1UX.

Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a breakdown. As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this policy to make sure that it meets your specific needs.

OUR PROMISE TO YOU

We aim to provide a high standard of service. Please telephone **us** if **you** feel **we** have not achieved this and **we** will do **our** best to rectify the problem immediately.

Complaints Procedure

Any enquiry or complaint **you** have regarding **your** policy should be addressed in the first instance to the policy administrator:

Customer Services, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

If **you** are still not satisfied, please write to the policy underwriter:

The Chief Executive, Groupama Insurance Company Limited, One America Square, 17 Crosswall, London EC3N 2LB.

Please have ready the details of **your** policy and in particular **your** policy number, to help **your** enquiry to be dealt with speedily.

If **you** remain dissatisfied, short of court action, **you**:

have the right to ask The Financial Ombudsman Service to review **your** case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. He can be contacted at the following address: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800.

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also **you** can approach the Association of British Insurers for assistance. The address and telephone number of the London Headquarters of the Association are as follows:

51 Gresham Street, London, EC2V 7HQ. Telephone: (020) 7600 3333

The Association can also be contacted at one of its regional offices for which the address and telephone numbers can be found in local telephone directories. If **you** write to or ring the London Headquarters, please direct **your** complaint to the Consumer Information Department.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. For further information visit www.FSCS.org.uk

Service Provider and Insurer

This service is provided by Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, Registered Company Number 3668383, and is underwritten by Groupama Insurance Company Limited, One America Square, 17 Crosswall, London, EC3N 2LB, Registered Company Number 995253.

CALL RECORDING

To help **us** provide a quality service **your** telephone calls may be recorded.

Call Assist Ltd, Firm Reference Number 304838, and Groupama Insurance Company Limited, Firm Reference Number 202124, are authorised and regulated by the Financial Services Authority.

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** Validation Certificate number and/or claim number to enable the enquiry to be dealt with speedily.

If **you** are not satisfied with the handling of a complaint, **you** should write to the following:-

FOR SECTIONS 1 to 9

**Managing Director
Optimum Underwriting Limited
19 Bartlett Street
Croydon
Surrey CR2 6TB**

FOR BREAKDOWN COVER

**Customer Services
Call Assist Ltd.
Axis Court
North Station Road
Colchester
Essex CO1 1UX**

If **your** complaint is not dealt with to **your** satisfaction **you** should then write to:

**The Chief Executive
Groupama Insurance Company Limited
Groupama House
One America Square
17 Crosswall
London EC3N 2LB**

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.**

Optimum Underwriting Limited and Groupama Insurance Company Limited are authorised and regulated by The Financial Services Authority.

Groupama Insurance Company Limited are covered by the Financial Service Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 90% of the claim with no upper limit. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 020 7892 7300.



Optimum Underwriting Limited
19 Bartlett Street, Croydon CR2 6TB

Registered Office: 17 Devonshire Square, London EC2M 4SQ
Registered in England No. 3805719

Optimum Underwriting Limited are Underwriting Agents for
Groupama Insurance Company Limited