

This is your insurance policy please keep it in a safe place along with your proof of payment of premium

WAYFARER REGIONAL 2002

Underwritten by Certain Underwriters at Lloyd's of London
and arranged by

travel protection group plc.

Cervantes House, 5-9 Headstone Road, Harrow, Middlesex. HA1 1PD

Scheme No: WFR 2002/BR5

Schedule of Cover and Limits of Indemnity per insured person

Section	Sum Insured Per Person Up To	Excess Per Person
Personal Accident	£20,000 (Age Limits Apply)	Nil
Medical & Emergency Expenses	£5,000,000	Nil
Hospital Benefit	£20 per day - Maximum £600	Nil
Cancellation & Curtailment	£5,000	Nil
Travel Delay	£20 for first 12 hours £10 subsequent 12 hours max £200	Nil
Missed Departure / Missed Connection	£1,000	Nil
Hijack / Mugging	£50 per day - Maximum £500	Nil
Personal Possessions	£2,000, Single Article Limit £150, Total Valuables Limit £200	Nil
Delayed Baggage	£100 after 12 hours	Nil
Loss of Travel Documents	£500	Nil
Personal Money	£250	Nil
Personal Liability	£2,000,000	Nil
Legal Expenses	£10,000 - Maximum £50,000 All of Insured	Nil
Winter Sports Extension	(subject to an additional premium being paid)	
Own Ski Equipment	£500, Single Article or Pair Limit £300	Nil
Hire of Replacement Ski Equipment	£10 per day - Maximum £250	Nil
Delayed Ski Equipment	£50 per day - Maximum £250	Nil
Hired Ski Equipment	£250	Nil
Ski Pack	£250	Nil
Piste Closure	£20 per day - Maximum £200	Nil
Delay due to Avalanche	£300	Nil

Helpful Telephone Numbers

If you need advice on this policy
Tel: 01483 255801

Healthcheck Line
Tel: 01483 255900
Fax: 01483 255899

Important please note Disclosure of Material Facts & Medical Declaration

If you need to make a claim
please fax the form on page 16 to:
Fax: +44 (0) 20 8424 7711

In Case Of A Medical Emergency Abroad Please Call
Tel: +44 (0) 20 8424 8555
Fax: +44 (0) 20 8424 8525

This emergency service number must NOT be used for casual enquiries

Please read your certificate carefully before you travel, making sure you understand exactly what is and is not covered.
If you have any doubts or concerns about the cover please contact The Travel Protection Group plc immediately.

Definition Of Words

Below are certain words that have been defined and they are highlighted by being shown in bold type, eg. **personal money, valuables**. Wherever words are shown in bold type throughout the certificate they will have the meanings as defined below:

Accident - means that **you** suffer bodily injury as a result of an identifiable external cause.

Business associate - shall mean any person whose absence from business for one or more complete days at the same time as **your** absence prevents the proper continuation of that business.

Curtailement - means cutting **your journey** short by early return to **your home** or admission to hospital as an in-patient in **your home country**.

Departure Point - means international departure airport, rail terminal or port.

Family - shall mean any two adults complying with the definition of **immediate relatives** and dependant children as named on the same holiday booking invoice and **proof of premium** schedule.

Flight - means a service displaying the same airline flight number as show on **your** travel documents.

Hazardous activity - any activity where it is recognised there is an increased risk of injury or can be reasonably expected to exacerbate an existing medical condition, (if **you** are in any doubt please contact us).

Hijack - when an aircraft or other vehicle in which **you** are travelling is taken over illegally.

Home - means **your** usual place of residence in the United Kingdom, European Union, Channel Islands or Isle of Man.

Home country - the country of which **you** are a **resident** and/or where **you** are registered for income tax purposes within the United Kingdom, European Union, Channel Islands or Isle of Man.

Immediate relative - shall mean mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-brother, step-sister, partner of long standing.

Insured person/you/your - means each person named on the **proof of premium**.

Issuing Agent - the company from whom **you** purchased this insurance.

Journey - means a holiday or trip that begins on departure from **your home** for direct travel to **your departure point** and ends on return either: (i) to **your home** or (ii) to a hospital or nursing home in **your home country** following **your** repatriation, both during the period of insurance or agreed extension thereof. Any subsequent **holiday** or **trip** which commences after **you** return to either **your home** or a hospital or nursing home as described above, is not covered.

Mugging - a violent and threatening attack from a person unknown to **you** that necessitates **your** hospitalisation requiring medical treatment.

One Way Travel - means an outward journey from **your home** that does not exceed 23 days in all. In any event cover will cease 5 days after arrival at **your** final ticket destination.

Pair or set - means a number of items of **personal possessions** or **ski equipment** associated as being complementary or used together.

Personal money - means bank notes and coins.

Personal possessions - means each of **your** suitcases, trunks and containers of a similar nature and their contents, including ski clothing and articles worn or carried by **you** including **your valuables** (as defined below) and travel documents.

Pre-booked accommodation - means accommodation for which payment is made or indented.

Pre existing medical condition - any medical condition which has been suffered or for which medical advice, treatment or medication has been received within the 12 months prior to the date of issue of this insurance.

Proof of premium - means the receipt confirming payment of premium from the issuing agent or us.

Public transport scheduled services - means any form of transport that runs to a published timetable.

Redundancy - means unemployment where **you** qualify under the Employment Protection Act (where **you** have been continuously employed on a permanent basis for 2 years full employment by the same employer).

Registered doctor - shall mean a registered practising member of the medical profession who is not related to the **insured person** or to any person whom the **insured person** is intending to travel with, stay with or visit.

Resident - means a person who has their main **home** in the United Kingdom, European Union, Channel Islands or Isle of Man.

Ski Equipment - means skis, snowboards, boots, goggles, sticks & bindings.

Ski Pack - means ski lift pass, ski hire and tuition fees.

Travel Documents - means **your** passport, travel tickets, accommodation vouchers, ski lift pass and driving license.

Unattended Vehicle - means a motor vehicle which does not contain a driver or passenger.

Valuables - means items composed of precious metals or precious stones, jewellery, watches, furs, photographic apparatus, binoculars, telescopes, audio or video equipment, films, tapes, cassettes, cartridges or discs.

We/Our/Us - certain underwriters at Lloyd's of London.

Disclosure Of Material Facts And Medical Declaration

Applicable to all Insured persons or other persons in the travelling party or immediate relatives that are not travelling.

1 Material Fact

An insurance policy can only provide cover in respect of an **accident**, illness, injury, loss, damage or an event/occurrence which is sudden, unforeseen and beyond **your** reasonable control. Therefore any facts known to **you** which could possibly result in **you** having to make a claim must be disclosed otherwise **you** may not be covered. **You** must tell **us** about all material facts. A material fact is one, which is likely to affect our decision in accepting or continuing **your** insurance. For example, this could be **your** employment circumstances, medical history or that of a travelling companion, relative or business colleague or other person that may influence **you** to cancel or curtail **your** trip (also see 2 below).

If between buying this insurance and **your** date of travel **you** become aware of the possibility that **you** may have to make a claim, **you** must tell **us** as soon as possible so that **we** may advise **you** accordingly and in **your** best interest.

If **you** are in any doubt as whether a fact is 'material', **you** should not hesitate to tell **us** by telephoning: **01483 255900**.

2 Medical Declaration

You **MUST** advise **us** of any **pre-existing medical condition** **you** may have, or that of an **immediate relative** or **business associate** of which **you** are aware and for which **you** would expect to be covered by this policy, this includes but is not limited to:

- (a) any cancerous or malignant condition;
- (b) any continuing heart, blood pressure or respiratory condition;
- (c) been given a terminal prognosis;
- (d) received in-patient treatment in a hospital or nursing home within the last 12 months;
- (e) required surgical treatment within the last 12 months;
- (f) been on a waiting list for in-patient treatment within the last 12 months;
- (g) any recurring back or joint problems;
- (h) or is suffering from anxiety, stress, depression or any psychological or mental disorder.

PLEASE NOTE

- 1 **YOU WILL NOT BE COVERED IN THE EVENT OF A CLAIM ARISING OUT OF YOUR PRE-EXISTING MEDICAL CONDITION.**
- 2 **YOU MUST ENSURE THAT YOU ADVISE US OF ANY CHANGE IN YOUR CIRCUMSTANCES PRIOR TO TRAVELLING.**

Money Back Guarantee

This Insurance is designed to cover most circumstances but **you** should be aware that not all eventualities are insured. Please read this document carefully, including the 'Disclosure of Material facts and Medical Declaration'. If having asked The Travel Protection Group plc to provide additional cover, **you** find the Insurance does not meet **your** requirements please return this certificate and **proof of premium** to The Travel Protection Group plc within 7 days of issue but before departure date. Provided no claim has been made **your** premium will be refunded in full.

Complaints Procedure

It is **our** intention to provide **you** with an efficient claims service. If **you** are dissatisfied with any aspect of the service **you** receive please direct **your** complaints in writing, quoting **your** claims reference number where applicable, in the first instance to:-

Director of Claims

The Travel Protection Group plc, Cervantes House, 5-9 Headstone Road, Harrow, Middlesex, HA1 1PD.

Should **you** still remain dissatisfied, **you** should write to the:-

Chief Executive at

The Travel Protection Group Plc, Cervantes House, 5-9 Headstone Road, Harrow, Middlesex, HA1 1PD.

Should **you** still remain unsatisfied, **we** will advise **you** of further steps open to **you**.

Law Applicable To Contract

You are free to choose the law applicable to this contract but unless **we** agree otherwise in writing, the contract will be subject to English law.

Period Of Insurance

In respect of Section 3 cover commences upon payment of the premium and in respect of all other sections upon departure from **your home** for direct travel to **your departure point** and terminates either upon **your** return thereto on completion of **your journey** or the date of expiry of this insurance whichever is sooner. The maximum duration of any **journey** shall not exceed 90 days unless **we** have agreed and a written endorsement is issued by **us**.

What You Must Do In The Event Of A Medical Emergency

An emergency assistance service is available so that **you** may request help in the event of an emergency relating to medical problems (see Section 2). **You** must notify them immediately of the death, serious illness or injury involving an **insured person** whilst abroad which necessitates admittance to a hospital as an in-patient or before any arrangements are made for repatriation (see Section 2).

The emergency assistance service is there to help **you** 24 hours a day 365 days a year. **DO NOT** try to find **your** own solution as they will solve **your** problem in the most suitable and practical way. They will also, where possible, give **you** information on Physicians, Urgent Care Centres, or Hospital Emergency Rooms near **you** for care (see Section 2).

PLEASE TELEPHONE

24/7 Assist Ltd

TEL NUMBER +44 (0) 20 8424 8555

FAX NUMBER +44 (0) 20 8424 8525

On all calls to the emergency assistance service be prepared to give:

- (a) your name and the telephone number **you** are calling from;
- (b) the name of **your** travel agent/tour operator from whom this policy was purchased, and details of this insurance;
- (c) dates of outward and return travel;
- (d) details of problems including name and address of patient and nature of illness/**accident**;
- (e) names and telephone numbers of hospital, attending doctor abroad and usual **GP** in **your home country**.

The emergency assistance service is authorised to provide the services mentioned in (a)-(d) below, however, all claims are subject to the cover and conditions of the policy:

- (a) liaise with doctors and hospitals;
- (b) guarantee medical charges;
- (c) arrange emergency repatriation with medical escorts if necessary;
- (d) give guidance and help to other members of the party.

THE EMERGENCY ASSISTANCE SERVICE MUST NOT BE USED FOR CASUAL ENQUIRIES

Notice To All Insured Persons, Treating Doctors And Hospitals

RECIPROCAL HEALTH AGREEMENTS - Travellers to European Union Countries must obtain Form E111 from their local Health Board. This will entitle them to benefit from the reciprocal health arrangements which exist between European Union Countries.

UNITED STATES OF AMERICA ONLY - Pursuant to the terms and conditions of the Treaty of Friendship, Commerce and Navigation, persons covered by this insurance are to be accorded "most favoured nation" status.

AUSTRALIA (MEDICARE) - Anyone needing medical treatment in Australia **MUST** enrol in the **MEDICARE** program and seek treatment at public hospitals and health service doctors. It is not necessary to enrol on arrival. **You** can simply do this on the first occasion **you** receive treatment. Should **you** be admitted to hospital then immediately contact 24/7 Assist Ltd and obtain their authority for any treatment **NOT** available under **MEDICARE** before such treatment is provided.

WORLDWIDE (including the United States of America) - Any case involving persons covered by this Insurance **MUST** be specifically authorised by 24/7 Assist Ltd if hospital in-patient treatment is required or if treatment costs are likely to exceed £250 or equivalent in other currencies. Failure to obtain proper authorisation **WILL** prejudice the reimbursement or payment of outstanding medical bills.

ALL HOSPITALS, DOCTORS & MEDICAL FACILITIES - This is not a private medical insurance and only gives cover in the event of **accident** or unexpected illness, for necessary emergency treatment. In the event of any medical treatment becoming necessary and for which reimbursement will be sought, **you** will be expected to allow **us** or **our** representatives unrestricted access to all **your** medical records and information.

Conditions

We will act in good faith in all our dealings with you.

The payment of claims following the events occurring during the period of cover is dependent on you

1 Observing the following:

In respect of all sections

- (a) being a **resident** of the United Kingdom, European Union, Channel Islands or Isle of Man;
- (b) taking ordinary and proper care to safeguard against **accident**, injury, loss or damage, as if uninsured;
- (c) submitting original documents unless otherwise agreed;
- (d) producing the **proof of premium** before a claim is admitted;
- (e) reporting in writing to **us** as soon as reasonably possible, full details of any incident which may result in a claim under the certificate;
- (f) forwarding to **us** immediately upon receipt, unanswered, every writ, summons, legal process or other communication in connection with a claim;
- (g) giving all necessary information and assistance that **we** may require at **your** expense (including where necessary medical certification and details of any other insurances **you** have which may cover the same loss);
- (h) not admitting liability or making an offer or promise without **our** written consent;
- (i) accepting that no extension to the period of cover of the certificate be granted if the original certificate period has expired or the total combined period of the original certificate and any extensions exceeds 90 days, unless an endorsement has been issued by **us**;
- (j) accepting that no alterations and/or additions to the printed terms and conditions of the policy be valid unless endorsed in writing by The Travel Protection Group plc;
- (k) accepting that if less than the appropriate full premium has been paid, including any increase required by **our** Healthcheck Line, that **you** will be deemed to be **your** own insurer for that element of the cover for which **you** have not paid a premium;

In respect of Sections 2 and 3 only

- (l) complying with the Disclosure of Material Facts and Medical Declaration on page 3 and if **you** are unable to so obtaining acceptance of cover in writing from the Healthcheck line;
- (m) not travelling either in the knowledge that **you** will require medical treatment or specifically to obtain medical treatment during **your** journey;
- (n) not being aware of any reason why the journey should be cancelled or curtailed;
- (o) making use of any reciprocal health agreements that exist both en route to/from, and at **your** journey destination (see page 3 of **your** policy document);

In respect of Sections 6, 7 and 10 only

- (p) retaining **your** tickets and luggage tags and giving notice as soon as possible to the Carriers when the loss or damage has occurred in transit. A carriers Property Irregularity Report form (P.I.R.) must be obtained and forwarded to **our** claims unit (shown on page 16 of this policy);
- (q) reporting any loss, theft or suspected theft to the local police within 24 hours of discovery and obtaining a written report or crime reference number;
- (r) placing **your** personal money, valuables and travel documents when not on **your** person in a safe or safety deposit box if available;
- (s) complying with the Carriers conditions of carriage;
- (t) not abandoning any property.

2 Recognising our rights to:

- (a) void the certificate where any claim presented is found to be fraudulent, exaggerated or mis- represented;
- (b) take over and deal with in **your** name the defence or settlement of any claim made under the certificate;
- (c) take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under the certificate;
- (d) be supplied with information from **your** medical records (with **your** permission) for the purpose of dealing with any medical related claims, and refer **your** medical records to **our** medical advisors or 24/7 Assist Ltd where necessary;
- (e) cancel all benefits provided by the certificate without refund of any premium when a payment is made for cancellation or when **you** return home for any reason;
- (f) not refund the certificate premium after the certificate has been issued, unless after receipt of the certificate **you** find that the terms and conditions do not meet **your** requirements, in which case the certificate, **proof of premium** and any other relevant documents must be returned to the **issuing agent** within 14 days of receipt for a refund to be considered;
- (g) not make any payment under this certificate in respect of any claim, other than personal **accident**, which is covered by another insurance policy, credit card purchase scheme, extended warranty plan or any other protection scheme;
- (h) pay any claim on this policy under the law of the country **you** usually live in within the United Kingdom.

Extension Of Period Of Cover

If **you** cannot finish the **journey** as planned because **you** die, fall ill, are injured or there is a delay that cannot be avoided due to the failure of **public transport scheduled services**, we will extend **your** cover free of charge until **you** can reasonably finish **your** journey.

General Exclusions Which Apply To The Whole Certificate

- 1 **We** shall not be liable for loss directly or indirectly occasioned by, happening through or in consequence of:
 - (a) any **hazardous activity** including but not limited to: racing (other than on foot), mountaineering with the use of ropes, pot holing, caving, hang gliding, micro lighting, parachuting and motor racing. Certain activities may be covered if declared to and agreed by **us** in writing with any required additional premium paid for amendment to the policy conditions;
 - (b) Skiing off-piste in an area designated unsafe by the Resort Management;
 - (c) any journey in **your home country** which does not include one nights **pre-booked accommodation**;
 - (d) war, invasion, terrorist activity of any kind, any act of an enemy foreign to **your** nationality or the country in or over which the act occurs, civil war, riot, rebellion, revolution, insurrection, overthrow of the legally constituted government or confiscation or nationalisation or requisition or destruction of or damage to property by any government or local authority, or if **you** are travelling to or visiting countries designated war zones or travelling to or visiting countries against advice given by Foreign Office directives;;
 - (e) **your** suicide, willfully self-inflicted injury or illness, anxiety, stress or depression, sexually transmitted disease, alcoholism, intoxication or the use of drugs (other than those taken in accordance with treatment prescribed by a **registered doctor**, but not for the treatment of drug addiction), self exposure to needless peril (except in an attempt to save human life), or previously diagnosed psychiatric disorder;
 - (f) nuclear fission, or radioactive contamination.
- 2 Claims increased by **your** own act or omission, or if **you** engage in any criminal or illegal activity.
- 3 Consequential loss of any kind.
- 4 Claims arising from liquidation and/or bankruptcy.
- 5 **You** being in breach of the Disclosure of Material Facts and Medical Declaration on page3.
- 6 Any loss due to currency exchanges of any amount or description.
- 7 **We** shall not be liable under this policy for any claims directly or indirectly arising from or consisting of the failure, or fear of failure, or inability, of any equipment or any computer programme, to recognise or correctly interpret or process any date as it's true calendar date, or to continue to function correctly after that date (except under Sections 1 & 2).
- 8 Fear of an event taking place or not happening.

The following exclusions only apply during **your journey**:

- (a) Flying or other activities (other than as a fare paying passenger in a duly certified passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by air by a properly licensed crew) as pilot or air crew or for the purpose of undertaking any trade or technical operations in or on the aircraft.
- (b) Motorcycling whether as a driver or passenger (other than motorcycling on machines not exceeding 125cc where a current driving licence is held and a safety helmet is worn).
- (c) Manual work of any kind.

Section 1 – Personal Accident

What each Insured person is covered for:-

We will pay **you** or **your** legal representative the amount shown in the Schedule of Cover if during the **journey you** have an **accident** which within 12 months is the sole cause of one of the following:

- (a) **your** death;
- (b) total and permanent loss of sight in one or both eyes or total loss by physical severance or total and permanent loss of use of one or both hands or feet;
- (c) permanent and total disablement from engaging in paid employments or paid occupations of any and every kind (occurring within one year of the happening of the event) and the injury is the sole cause of permanent disability.

What each Insured person is not covered for:-

Any event which is a result of:

- death unless arising from an **accident** resulting in such death by external violent or visible means which is the sole cause and not exacerbated by disease, illness or any previous disability;
- **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose);
- **your** suicide, self-injury or any wilful act or self exposure to peril (other than in an attempt to save human life);
- **you** being under the influence of drugs (other than those prescribed by a **registered doctor** but not when prescribed for the treatment of drug addiction);
- **your** abuse of solvents or alcohol;
- **you** participating in a **hazardous activity** unless an additional premium has been paid and a written endorsement issued by **us**;
- more than one of the benefits resulting from the same injury;
- more than £1,000 when **your** age is under sixteen years or is seventy years or over on the event date in respect of item (a) above;
- any benefit when **your** age is seventy years or over on the event date in respect of item (c) above.

Anything mentioned in the general exclusions.

Section 2 –

Emergency Medical, Repatriation And Associated Expenses

This section only provides cover in respect of medical expenses incurred due to an illness or injury which was sudden, unforeseen and beyond your reasonable control. Please read the Disclosure of Material Facts and Medical Declaration on page 3 carefully.

What each Insured person is covered for:-

1 Emergency Medical Expenses

We will pay up to the amount shown in the Schedule of Cover in respect of the following emergency expenses necessarily incurred during your journey outside your home country as a result of you sustaining accidental bodily injury or becoming ill:

- cost of emergency medical, surgical or hospital treatment (including emergency dental treatment up to £200 for the immediate relief of pain only). We reserve the right to repatriate you when, in the opinion of the doctor in attendance and our Medical Advisors, you are deemed fit to travel;
- cost of transporting your remains to your home country, or the reasonable cost of a funeral in the country where death occurs, if other than your usual home country, up to £3,000;
- reasonable additional bed and breakfast accommodation and travel expenses:
 - (a) to enable you to return to your home if you are unable to travel as originally booked;
 - (b) for someone to remain with you and accompany you home if medically necessary; or,
 - (c) one person to travel out to you, to stay with you and accompany you during your return journey, if medically necessary;

Note: If your home is in the United Kingdom the maximum amount payable shall be £500 per person.

2 Emergency Repatriation

We will pay the cost of your return to your home country by medically appropriate means where, in the opinion of our Medical Advisors, such return is medically necessary.

3 Hospital Benefit

We will pay you the amount shown in the Schedule of Cover for each and every completed period of 24 hours for which you are an in-patient in a hospital outside your home country, as a direct result of an accidental injury or illness which is covered under this Section.

What each Insured person is not covered for:-

- claims arising if you:
 - (a) are travelling against the advice of a registered doctor or for the purpose of obtaining medical treatment or;
 - (b) are in breach of the Disclosure of Material Facts and Medical Declaration on page 3;
 - (c) do not make use of any reciprocal health agreements that exist both en route to/from, and at your journey destination (see page 3 of your policy document);
- claims arising for treatment or surgery which, in the opinion of our Medical Advisors, is not essential or can reasonably be delayed until you return home;
- pregnancy or childbirth where the pregnancy is over 28 weeks;
- claims arising from medical treatment including physiotherapy of any kind received by you in your home country;
- claims arising from medical expenses in excess of £250 of any kind not authorised at the time by a registered doctor in conjunction with 24/7 Assist Ltd;
- claims in respect telephone calls, meals and taxi fares;
- claims arising from the additional costs of single or private hospital room accommodation;
- claims arising from medical treatment of any kind occurring after you have refused the offer of repatriation when, in the opinion of the doctor in attendance and our Medical Advisors, you are fit to travel;
- repairs to or for the provision of dentures, artificial teeth or spectacles;
- the cost of treatment including exploratory tests, which are not directly related to the injury giving rise to a claim;
- cosmetic surgery of any kind;
- motorcycling whether as a driver or passenger (other than motorcycling on machines not exceeding 125cc where a current driving licence is held and a safety helmet is worn).

Anything mentioned in the general exclusions.

Special Note:

In the event of you dying, being involved in an accident, being admitted to hospital, or curtailing your trip, 24/7 Assist Ltd must be advised immediately, and liability shall only attach for expenses agreed by them. Failure to notify 24/7 Assist Ltd will prejudice us and will result in our non-acceptance of liability of such claims.

Section 3 – Cancellation Or Curtailment Charges

This section can only provide cover for loss following an event which is sudden, unforeseen and beyond your reasonable control, which occurs during the Period of Insurance. Please read the Disclosure of Material Facts and Medical Declaration on page 3 carefully especially with regards to the health of an immediate relative who is not travelling with you.

What each Insured person is covered for:-

1 Cancellation

Your part of the unused and pre paid accommodation and transport charges which cannot be recovered from anywhere else.

2 Curtailment

We will pay up to the amount shown in the Schedule of Cover for:

- your part of the unused and pre paid accommodation and transport charges which cannot be recovered from anywhere else.
- the cost of additional travel tickets to return you to your home country before the scheduled return date of your journey (any amount received in respect of unused accommodation and transport will be deducted from this amount).

We will provide cover in respect of cancellation and curtailment in the following necessary circumstances;

- (a) the death or disablement by bodily injury or illness or complications of pregnancy or the being subject of quarantine of you, any person with whom you are intending to travel or planning to visit, any immediate relative of yours, or a close business associate of yours;
- (b) you being called for jury service or subpoenaed as a witness in a court of law;
- (c) your redundancy or the redundancy of any person with whom you are intending to travel, provided that we are informed in writing immediately notification of redundancy is received by you;
- (d) fire at your home up to 5 days before the commencement of, or during your journey rendering it uninhabitable;
- (e) the posting overseas or emergency and unavoidable requirements of duty in the armed forces, police, fire, nursing or ambulance services where leave orders had previously been agreed and where it is certified that no refund can be obtained from the Ministry of Defence;
- (f) if you are ill or injured and in hospital abroad for the rest of your journey;
- (g) if you decide to abandon your journey before you leave your home country because the flight, international train or sailing on which you are booked is delayed at its departure point by more than 12 hours from the time shown in your travel itinerary (plans) because of industrial action, bad weather, mechanical breakdown of the aircraft, international train or sea vessel or the grounding of the aircraft due to mechanical or structural defect.
- (h) up to £150 for loss of excursion charges prebooked and prepaid in your home country following your confinement to bed either in hospital or in your journey accommodation, which are not recoverable from any other source.

What each Insured person is not covered for:-

- any benefit unless you get a letter from the airline, railway company or shipping line showing the scheduled departure time and the actual departure time of the flight, international train or sea vessel;
- any delay caused by strike or industrial action which began or was announced before you purchased this policy.

Any event which is a result of;

- your being in breach of the Disclosure of Material Facts and Medical Declaration on page 3;
- failure to notify the travel organiser through whom the travel itinerary was arranged, immediately it is found necessary to cancel the journey;
- any criminal proceedings or unlawful act by you or any other person on whom the itinerary of the journey;
- unemployment other than redundancy which is notified to you and received after payment of premium;
- financial circumstances;
- disinclination to travel or continue the journey;
- failure to obtain the necessary passport, visa or permits required for your journey;
- failure of the tour operator or any provider of transport or accommodation to fulfil the holiday booking, or any other expenses payable by the tour operator, hotel or airline;
- surcharges levied by the tour operator increasing basic brochure prices;
- loss of enjoyment;
- travelling against the advice of a registered doctor;
- pregnancy or childbirth where the pregnancy would have been more than 28 weeks at the beginning of the journey or one way trip (unless the pregnancy was confirmed after your policy was issued and cancellation or curtailment is confirmed as being medically necessary by a registered doctor);
- you have received a terminal prognosis at the date of application;
- failure to ensure that the appropriate vaccinations can be tolerated by you prior to booking the journey.
- the fear of an event taking place or not happening.

Anything mentioned in the general exclusions.

Section 4 – Travel Delay, Missed Departure And Missed Connection

What each Insured person is covered for:-

1 Travel Delay

We will pay up to the amount shown in the Schedule of Cover if the **flight**, international train or sailing on which **you** are booked is delayed at its **departure point** by more than 12 hours from the time shown in **your** travel itinerary (plans) because of industrial action, bad weather, mechanical breakdown of the aircraft, international train or sea vessel or the grounding of the aircraft due to mechanical or structural defect.

2 Missed Departure

We will pay up to the amount shown in the Schedule of Cover but not exceeding the cost of **your** holiday for additional accommodation and transport charges paid, which are necessary for **you** to reach the **journey** destination or to return **home** due to **your** failure to get to the **departure point** by the time stated in the travel itinerary (plans) supplied to **you** as a result of the failure of **public transport scheduled services** or **accidental** or mechanical failure to the car or minibus in which **you** are travelling during **your journey**.

3 Missed Connection

We will pay up to the amount shown in the Schedule of Cover but not exceeding the cost of **your** holiday for extra room only accommodation and transport charges **you** have paid to catch up with **your** booked itinerary (plans) as a result of a delay to **your flight** causing **you** to miss **your connecting flight**.

What each Insured person is not covered for:-

- anything which is caused by **you** not checking in at the **departure point** when **you** should have done;
- travel delay or missed connection for any **journey** within **your home country**;
- travel delay unless **you** get a letter from the airline, railway company or shipping line showing the scheduled departure time and the actual departure time of the **flight**, international train or sea vessel and confirming the reason for the delay;
- missed departure unless **you** get a letter from the public transport provider (if this applies) confirming that the service did not run on time and the reason for the delay;
- missed departure unless **you** get written confirmation of the delay from the authority who went to the **accident** or breakdown (if this applies) affecting the vehicle **you** were travelling in;
- any delay caused by strike or industrial action which began or was announced before **you** purchased this policy;
- the fear of an event taking place or not happening.

Anything mentioned in the general exclusions.

Section 5 - Hijack And Mugging

What each Insured person is covered for:-

- 1 We will pay up to the amount shown in the Schedule of Cover if the aircraft or vehicle in which **you** are travelling during the course of **your journey** is **hijacked** and **you** are held hostage for at least 24 hours.
- 2 We will pay up to the amount shown in the Schedule of Cover for every complete 24 hours lost during **your journey** if **you** are hospitalised as a result of a **mugging** attack.

What each Insured person is not covered for:-

- claims arising from a **journey** solely within **your home country**;
- any payment under (2) above, unless **you** have reported the incident to the local police at your earliest opportunity and have obtained a written report from them;

Anything mentioned in the general exclusions.

Section 6 – Personal Possessions *, Delayed Baggage And Loss Of Travel Documents

What each Insured person is covered for:-

1 Personal Possessions

We will pay up to the amount shown in the Schedule of Cover for the repair or replacement of **your personal possessions** less an amount for age, wear, tear and loss of value if they are damaged, stolen, lost or destroyed during **your journey**.

2 Delayed Baggage

We will pay up to the amount shown in the Schedule of Cover for the purchase of essential replacement items, if **your personal possessions** are lost, stolen or misplaced whilst in the custody of an airline or other carrier on the outward **journey** for at least 12 hours from the time of **your** arrival at the **journey** destination. Receipts for all items purchased must be submitted to us with **your** claim and any amount paid will be deducted from the final claim settlement should the items be permanently lost.

3 Loss Of Travel Documents

We will pay up to the amount shown in the Schedule of Cover for additional travel and room only accommodation expenses necessarily incurred outside **your home country** in replacing **your travel documents** if they are accidentally lost, stolen or destroyed while on **your journey**.

What each Insured person is not covered for:-

- more than the amount shown in the Schedule of Cover in respect of any single article, **pair or set** of any kind whether solely or jointly owned;
- more than the amount shown in the Schedule of Cover in total for **valuables** whether solely or jointly owned;
- any item with a value in excess of £100 unless substantiated by proof of ownership and evidence of original purchase price;
- any shortages due to error, omission or depreciation in value;
- loss, destruction, damage or theft:
 - (a) arising from confiscation or destruction by Customs or other officials or authorities;
 - (b) to contact or corneal lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, stamps, or documents of any kind, vehicles or accessories, antiques, musical instruments, pictures, typewriters, computers, telecommunication equipment, televisions, sports gear whilst in use, boats and/or ancillary equipment, glass or china;
 - (c) of **valuables** left as 'checked-in' baggage;
 - (d) due to wear and tear, denting or scratching, moth, vermin, staining of any kind;
 - (e) due to mechanical or electrical breakdown or derangement, breakage of fragile or brittle articles unless caused by fire or by **accident** to the vessel, aircraft or vehicle in which they are being carried;
- claims arising from loss or damage whilst in the custody of an airline or other carrier which are not reported to the appropriate authority within 24 hours of discovery and an official report obtained. In the case of an airline, a Property Irregularity Report (P.I.R) will be required;
- property stolen from **your journey** accommodation unless there is written evidence of forcible and violent entry to or exit from the premises;
- loss of **valuables** (other than wedding rings), spectacles or prescription sun glasses whilst in the sea or swimming pool;
- loss of **valuables** and **travel documents** unless on **your** person at all times or deposited in a safe or safety deposit box where available or left in your locked **journey** accommodation and there is written evidence from the local police of forcible and violent entry to or exit from the premises;
- any loss, theft or suspected theft not reported to the local police within 24 hours of discovery and a written report or crime reference number obtained;
- pedal cycles, wheelchairs, prams, pushchairs or baby buggies other than while they are being conveyed by public transport;
- anything shipped as freight or under a bill of lading;
- property left unattended in a public place;
- claims arising for loss or theft of items from an **unattended motor vehicle**;
- sunglasses unless they are prescription;
- property carried as hand luggage left on board on disembarkation.

Anything mentioned in the general exclusions.

*Ski Equipment is covered under Wintersports Extension - Section 10 (page 13) and Section 11 (page 14)

Section 7 – Personal Money

What each Insured person is covered for:-

We will pay up to the amount shown in the Schedule of Cover for loss or theft of **your personal money** during **your journey**.

What each Insured person is not covered for:-

Loss or theft of **personal money**:

- (a) unless it is on **your person** at all times or deposited in a safe or safety deposit box where available or left in **your** locked journey accommodation and there is written evidence from the local police of forcible and violent entry to or exit from the premises;
- (b) due to depreciation in value or shortage caused by error or omission;
- (c) when it is left as 'checked-in' baggage;
- (d) when it is left on board on disembarkation.

Anything mentioned in the general exclusions.

Section 8 – Personal Liability

What each Insured person is covered for:-

We will pay up to the amount shown in the Schedule of Cover in respect of **your legal liability** for **accidental injury** to third parties or **accidental damage** to third party property.

What each Insured person is not covered for:-

- any liability for bodily injury, illness or disease or loss of or damage to property that falls under any of the following categories:
 - (a) something which **you** are covered for by any other insurance company or protection scheme;
 - (b) something which is suffered by anyone employed by **you**, a member of **your family**, a travelling companion or anyone with whom **you** are staying and is caused by the work they are employed to do;
 - (c) something which is caused by something **you** deliberately did or did not do;
 - (d) something which is caused by anyone employed by **you**, a member of **your family**, a travelling companion or anyone with whom **you** are staying;
 - (e) something which is caused by any animal **you** own, look after or control;
 - (f) something which **you** agree to take responsibility for which **you** would not otherwise have been responsible for;
- any liability for bodily injury, illness or disease suffered by **you/your** travelling companion or any member of **your family**;
- compensation or other costs caused by **accidents** arising from **your** ownership or possession of any of the following:
 - (i) the use of any land or building except for the accommodation **you** are using on **your journey**;
 - (ii) motorised or mechanical vehicles and any trailers attached to them;
 - (iii) aircraft, motorised water craft or sailing vessels.

Anything mentioned in the general exclusions.

Section 9 – Legal Expenses

If you require advice please telephone the following number 020 8424 7702

What each Insured person is covered for:-

If **you die**, fall ill, or are injured during the period of insurance and **you** or **your** legal representative take legal action to get compensation, **we** will do the following to get compensation for this death, injury or illness:

- (a) **We** will pay up to the amount shown in the Schedule of Cover for legal costs and expenses, directly related to the legal action;
- (b) **we** will loan **you up to £1,000**, for travel and accommodation costs that **you** have to pay to go to a foreign court in connection with any legal action under (a) above.

Special conditions that apply to this section of cover:-

We have complete access to the legal proceedings. **We** will choose a lawyer to act for **you** if **you** are not satisfied with that lawyer **you** can nominate another. If **you** and **we** cannot agree on a suitable lawyer, **we** will ask the Law Society or Bar Council (or similar organisation abroad) to choose another lawyer. In the meantime, **we** may appoint a lawyer to protect **your** interests.

If **you** or **your** lawyer receive any compensation, **you** must repay any amount paid by us up to the maximum of 50% of **your** award.

We will not pay the legal expenses for bringing legal action in more than one country for the same event.

What each Insured person is not covered for:-

- claims or expenses to which **we** have not agreed;
- any claim not reported to us within 90 days after the event giving rise to the claim;
- any claim against a travel agent, tour operator, carrier, accommodation provider, The Travel Protection Group plc, Hamilton Barr Group, 24/7 Assist Ltd, or us;
- any claim where **we** think a reasonable settlement is unlikely or where the cost of the action could be more than the settlement;
- actions between members of the same family or household or travelling companions, or actions to enforce a judgement or legally binding decision;
- costs that are covered by another insurance or similar protection scheme.

Anything mentioned in the general exclusions.

WINTERSPORTS PACK

The following sections of cover are added to the policy when the additional premium has been paid.

Section 10 – Own Ski Equipment, Hire Of Replacement Ski Equipment, Delayed Ski Equipment And Hired Ski Equipment

What each Insured person is covered for:-

1 Own Ski Equipment

We will pay up to the amount shown in the Schedule of Cover for the repair or replacement of **your ski equipment**, less an amount for age, wear, tear and loss of value if it is damaged, stolen, lost or destroyed on **your journey**.

2 Hire Of Replacement Ski Equipment

We will pay up to the amount shown in the Schedule of Cover for the hire of **ski equipment** at **your journey** destination should **your own ski equipment** be damaged beyond repair. Receipts for all items hired must be submitted to us with **your claim** along with a letter from the ski shop confirming that **your ski equipment** are damaged beyond economical repair.

3 Delayed Ski Equipment

We will pay up to the amount shown in the Schedule of Cover for the hire or purchase of **ski equipment** if **your own ski equipment** is lost stolen or misplaced whilst in the custody of an airline or other carrier on the outward **journey** for at least 12 hours from the time of **your arrival** at the **journey destination**. Receipts for all items hired or purchased must be submitted to us with **your claim** and any amount paid will be deducted from the final claim settlement.

4 Hired Ski Equipment

We will pay up to the amount shown in the Schedule of Cover for loss damage or theft of **ski equipment** hired by **you** on **your journey** and reimburse **you** for monies paid by **you** to cover such damage or loss as verified by a report and receipts from the ski hire shop.

What each Insured person is not covered for:-

- more than the amount shown in the Schedule of Cover in respect of any article, pair or set of any kind whether solely or jointly owned;
- **ski equipment** more than 5 years old;
- claims arising for **ski equipment** left unattended, unless in a designated ski rack, or ski locker room;
- any loss or damage caused by carelessness, neglect, deliberate, wilful or malicious damage by **you**;
- any loss, theft or suspected theft not reported to the local police within 24 hours of discovery and a written report or crime reference number obtained;
- claims arising from loss or damage whilst in the custody of an airline or other carrier which are not reported to the appropriate authority within 24 hours of discovery and an official report obtained. In the case of an airline, a Property Irregularity Report (P.I.R) will be required;
- claims arising for loss or theft of items from an unattended motor vehicle.

Special Note:

Our liability for **Ski Equipment** owned by **you** shall be further limited as follows:

Up to 1 year old - 90% of purchase price

Up to 2 years old - 70% of purchase price

Up to 3 years old - 50% of purchase price

Up to 4 years old - 30% of purchase price

Up to 5 years old - 20% of purchase price

Over 5 years old - nil

Our liability for **ski equipment** hired by **you** shall be further limited to **your** liability for such loss or damage.

Anything mentioned in the general exclusions and Section 6 - **Personal Possessions** - page 11.

WINTERSPORTS PACK

The following sections of cover are added to the policy when the additional premium has been paid.

Section 11 – Ski Pack

What each Insured person is covered for:-

We will pay up to the amount shown in the Schedule of Cover, for the proportionate value of **your** unused **ski pack** due to the following:

- (a) **your** accident or sickness;
- (b) loss or theft of **your** ski lift pass.

What each Insured person is not covered for:-

- claims arising from a medical condition which is not substantiated by a report from the treating doctor confirming **your** inability to ski;
- claims arising from theft which are not reported to the police within 24 hours of discovery and a written police report obtained or for claims arising from loss or damage which are not reported to the appropriate authority within 24 hours of discovery and an official report obtained.
- claims arising for property left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- claims arising for loss or theft of items from an unattended motor vehicle, unless taken from a locked boot or lockable roof rack between 8am and 8pm and there is evidence of forced entry which is confirmed by a police report.

Anything mentioned in the general exclusions.

Section 12 – Piste Closure

Available from 01/12/01 - 31/03/02

Only available if the appropriate additional premium has been paid

What each Insured person is covered for:-

We will pay up to the amount shown in the Schedule of Cover for each full 24 hour period in which you are unable to ski due to adverse weather in the pre-booked Wintersports resort between the months of December and March provided no alternative resort is available within 90 minutes travelling time.

What each Insured person is not covered for:-

- claims which are not substantiated by a report from the resort management;
- claims arising due to lack of snow fall in a Wintersports resort which does not possess skiing facilities above 1,000 metres;
- the fear of an event taking place or not happening.

Anything mentioned in the general exclusions.

Section 13 – Delay Due To Avalanche

What each Insured person is covered for:-

We will pay up to the amount shown in the Schedule of Cover for reasonable additional hotel (room only) and travelling expenses in the event that heavy snowfall, flood, avalanche or landslip prevents **you** from reaching **your** return journey **departure point** by the time stated in the travel itinerary (plans) supplied to **you**. **You** must have allowed suitable time for the journey having taken into consideration the known weather and road conditions at the time.

What each Insured person is not covered for:-

- claims which are not substantiated by a report from the relevant local authorities;
- claims arising due to **you** not allowing sufficient time for the journey, having taken into consideration the known weather and road conditions at the time;
- claims arising which are not substantiated by a report from the resort management;
- fear of an event taking place or not happening.

Anything mentioned in the general exclusions.

What To Do If You Wish To Claim

If an event occurs that may give rise to a claim, whilst on **your journey**, you should follow the procedures set out below, in addition to supplying evidence of **your** insurance and travel:

1. Personal Accident

- obtain a medical report from the treating doctor
- in the event of death, we shall require sight of the death certificate, together with any other necessary documentation.

2. Emergency Medical And Associated Expenses

- full details of the 24 hour emergency assistance company are given within the certificate
- the emergency assistance company must be contacted as soon as you are admitted to hospital
- receipts or accounts for all expenses incurred must be kept.

3. Cancellation Or Curtailment Charges

- if you cancel the **journey** for medical reasons, obtain a claim form and ensure completion of the medical section within it by **your** own doctor in **your home country**. You must provide the original booking invoice showing the holiday cost as well as the cancellation invoice which will be provided as soon as you cancel the **journey**. If the **journey** is curtailed for medical reasons obtain a medical certificate from the treating doctor in the locality where the incident occurred, stating the medical necessity to return home. This must be agreed by the emergency assistance company's doctor. Receipts and accounts for all expenses incurred must be kept.

4. Travel Delay, Missed Departure & Missed Connection

- obtain written confirmation from the airline or shipping company concerned confirming the reason for and length of any delay. obtain written confirmation from the relevant authority in relation to any **accident** or breakdown of the vehicle in which you are travelling.

5. Personal Possessions, Delayed Baggage, Own Ski Equipment, Delayed Ski Equipment & Loss of Travel Documents

- for all loss or damage in transit claims, including delayed luggage on **your** outward journey, retain **your** tickets and luggage tags and report to the airline, railway company, shipping line, coach company or their handling agent and obtain a property irregularity report (P.I.R.) form or equivalent form from them.
- for all damage claims retain the items for inspection and provide where appropriate an estimate for repair or confirmation that they are beyond reasonable repair.
- for all other losses, report to the police as soon as possible but within 24 hours of discovery and obtain a written report from them. Also, report the loss to **your** tour operator's representative or hotel/apartment manager whenever it is appropriate.
- for all damage claims obtain an estimate for repairs. In all circumstances, receipts or vouchers for items lost or damaged should be retained as these will help you to substantiate **your** claim
- in the case of **personal possessions** or **own ski equipment** lost or misplaced on the outward **journey**, receipts for the purchase of essential replacement items must be produced.
- for a lost, stolen or destroyed passport you need to supply us with a letter from the consulate where the loss was reported and retain all receipts that relate to the necessarily incurred costs in replacing **your** Travel Document whilst abroad.

6. Personal Money

- for all losses, report to the police as soon as possible but within 24 hours of discovery and obtain a written report from them. Also, report the loss to **your** tour operator's representative or hotel/apartment manager whenever it is appropriate
- we will require confirmation from **your** bank of the issue of foreign currency. In the case of sterling, documentary evidence of possession must be produced
- we will also require evidence to support the subsequent withdrawal of cash in order to continue **your** holiday plans.

7. Personal Liability

- do not admit responsibility to anyone or agree to pay for any damage, repair, costs, or compensation
- supply full details of the circumstances giving rise to the claim together with any supporting evidence that we may require
- any photographic evidence you are able to provide would be most helpful.

8. Legal Expenses

- contact 020 8424 7702 for guidance and help.

9. Piste Closure/Delayed Due To Avalanche

- obtain a letter from **your** tour operator and/or resort management to confirm the closure of facilities

Please refer to page 16 for instructions on how to submit a claim

CLAIM FORM REQUEST

To obtain a claim form please return to:

Wayfarer Regional 2002 Claims Unit

Cervantes House, 5-9 Headstone Road, Harrow, Middlesex. HA1 1PD

Fax No: 020 8424 7786

Name:	Title
-------	-------

Address:

Tel:	day	evening
------	-----	---------

Booking Reference:	Place Of Purchase:
--------------------	--------------------

Date Of Issue:	Date Of Departure:
----------------	--------------------

Section Under Which You Wish To Claim: (please tick)	Total Amount You Wish To Claim
---	-----------------------------------

- | | |
|---|---|
| <input type="checkbox"/> Personal Accident | £ |
| <input type="checkbox"/> Medical & Emergency Expenses | £ |
| <input type="checkbox"/> Hospital Benefit | £ |
| <input type="checkbox"/> Cancellation & Curtailment | £ |
| <input type="checkbox"/> Travel Delay | £ |
| <input type="checkbox"/> Missed Departure / Missed Connection | £ |
| <input type="checkbox"/> Hijack / Mugging | £ |
| <input type="checkbox"/> Personal Possessions | £ |
| <input type="checkbox"/> Delayed Baggage | £ |
| <input type="checkbox"/> Loss Of Passport | £ |
| <input type="checkbox"/> Personal Money | £ |
| <input type="checkbox"/> Personal Liability | £ |
| <input type="checkbox"/> Legal Expenses | £ |
| <input type="checkbox"/> Own Ski Equipment | £ |
| <input type="checkbox"/> Hire Of Replacement Ski Equipment | £ |
| <input type="checkbox"/> Delayed Ski Equipment | £ |
| <input type="checkbox"/> Hired Ski Equipment | £ |
| <input type="checkbox"/> Ski Pack | £ |
| <input type="checkbox"/> Piste Closure | £ |
| <input type="checkbox"/> Delay Due To Avalanche | £ |

Scheme No: WFR/2002/BR5