

## Claims checklist

The following documentation (if applicable) will be required by the Claims Handlers, in order that a claim may be processed.

Originals will be required, as settlement cannot be made with photocopied documents. Further documentation may be required depending on the individual circumstances of **your** claim.

Please note the policy does not cover the cost of obtaining duplicate receipt or medical certificates.

### For all sections of cover you will be required to submit:

- **Your** booking invoice or validation certificate confirming proof of payment of the insurance premium.
- **Your** travel trip itinerary confirming dates of travel.
- **Your** travel booking confirmation receipt(s) showing the date of original booking and amount paid.
- Travel/air tickets.

### For Cancellation or curtailment:

- **Your** cancellation invoice.
- Completed medical certificate if cancellation for medical reasons (which can be found on the claim form).
- Copy of death certificate.
- Redundancy letter.
- Evidence from treating **doctor** confirming curtailment was medically necessary (curtailment only).

## Important contact details

### 24-hr Emergency medical assistance:

(for medical emergency or curtailment requests)

Call: **UK +44 (0)20 8603 9485**  
Email: **medical@allianz-assistance.co.uk**

### Customer services:

Call: **UK +44 (0)20 7938 1734**

### Medical screening helpline

(to declare a condition or change in your circumstances)

Call: **UK +44 (0)1702 427 237**

### Claims (sections A-F & H):

Call: **UK +44 (0)1702 553 443**  
Visit: **www.submitclaim.co.uk/mountaink**  
Email: **info@csal.co.uk**

### 24-hr Legal helpline (section G):

Call: **UK +44 (0)20 8603 9804**



TRAVEL INSURANCE  
2019

PLEASE ENSURE YOU READ THIS DOCUMENT  
CAREFULLY AND KEEP IT WITH YOU WHEN TRAVELLING

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## Initial disclosure document

### The Financial Conduct Authority

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. It requires us to give you this document. Please use the information below to confirm that the service we are offering is right for you.

### Who regulates us?

Mountain Kingdoms, 20 Long Street, Wootton-Under-Edge, Gloucester GL12 7BT (registration no. 490042), is an Appointed Representative of Campbell Irvine Ltd (registration No.306242) who is authorised and regulated by the Financial Conduct Authority. You may check this on the Financial Services register [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on Tel: UK +44 (0)800 111 6768.

### Which service will we provide you with?

We do not recommend products after assessing your needs for Travel Insurance. We will ask you questions to determine that the product we are offering is applicable to your circumstances. You can then choose whether you wish to proceed with this product.

### What will you have to pay us for our services?

We do not charge for arranging this insurance for you, you only pay us the premium for your policy. We are paid for our services to you by the insurer AWP P&C SA. This payment is a mixture of commission and other fees based on our costs for supplying you with this policy.

We may charge an administration fee to cover any amendments to your travel insurance policy after it has been issued. Details will be provided to you at the time.

### Are you covered by Financial Services Compensation Scheme (FSCS)?

In the unlikely event the seller of this insurance is unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. You can contact them by writing to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Phoning: UK +44 (0)800 678 1100 or UK +44 (0)20 7741 4100. Visiting: [www.fscs.org.uk](http://www.fscs.org.uk)

## Demands and needs

This travel insurance policy will suit the demands and needs of an individual, or group (where applicable) who have no excluded pre-existing medical conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed in this policy. Subject to terms and conditions and maximum sums insured.

### Settlement terms

We will be responsible for collecting payment for all premiums and any alterations as soon as practicable but prior to inception of your policy. All premiums paid to us will be held as Agent of the insurer in our non Statutory Trust Bank Account. All premiums are protected under Risk Transfer agreement with the insurers. You will be responsible for paying promptly all of our payment requests for premiums, to enable us to make the necessary payments to insurers. We accept payment by cash, cheque, selected credit/debit cards and bank transfer.

### Your policy

Should you mislay your policy a replacement will be issued upon written request.

### Governing law and language

The law of England and Wales allows the parties to choose the law applicable to the contract.

You agree that;

- 1 This policy will be governed and interpreted in accordance with the law of England and Wales and the English courts will have exclusive jurisdiction in any dispute; and
- 2 Communication of and in connection with this policy shall be in the English language.

### If the insurer has to cancel your policy

If the insurer no longer wishes to offer this policy and needs to cancel, we will write to you at the current address we have. The policy will then be cancelled 30 days after the date of our letter. If the policy is cancelled, we will refund any premium you paid in respect of the cancelled period, provided you have not made a claim under the policy during that period of Insurance.

### Other taxes or costs

Other taxes or costs may exist which are not imposed or charged by us.

### What to do if you have a complaint

Please see the complaints procedure detailed in the policy.

### Important

This policy will have been sold to you on a non-advised basis and it is therefore important for you to read this policy (paying particular attention to the terms and conditions and exclusions) and ensure that your chosen policy meets all of your requirements. If upon reading this policy you find it does not meet all of your requirements, please refer to the relevant cooling off/policy cancellation section.

## Introduction

This policy, booking invoice or validation certificate (as applicable) and any endorsements set out the terms of the one contract between the **insured person(s)** and the **insurer** and which sections of cover are operative.

Please read all of these documents to make sure they provide the cover required.

If they are not correct, or do not meet **your** demands and needs, please immediately return them within the 21 day cooling off period.

**You** must take reasonable care not to make any misrepresentations and to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, **your** policy. If **you** fail to do so, **your** policy may be void, or it may be cancelled, or **your** claim may be rejected or not fully paid.

## Definition of words

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy. For ease of reading the definitions are highlighted by the use of bold print.

### Baggage

Luggage, clothing, personal effects, **valuables** and other articles (but excluding personal money, tickets or documents of any kind) which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during any insured trip.

### Close relative

Mother, father, sister, brother, wife, husband, partner (including common law and civil partnerships), son, daughter (including fostered/adopted), grandparent, grandchild, parent in-law, son in-law, daughter in-law, brother in-law, sister in-law, step parent, step child, step sister, step brother or legal guardian.

### Dependent business partner

A person who works for the same employer as **you** and whose absence from work necessitates **your** presence.

### Diagnostic tests

All laboratory and imaging (invasive and non-invasive) tests ordered by the treating **doctor** to help diagnose or rule out a suspected illness or condition including PET scans, CT scans, MRIs, EKGs, EMGs, X-rays, echocardiograms, cardiac nuclear studies or cardiovascular procedures such as coronary angiograms plus blood, urine or histopathological tests.

This policy is underwritten by AWP P&C SA and administered in the UK by Allianz Global Assistance, a trading name of AVWP Assistance UK Ltd, Registered in England No 1710361, Registered Office PO Box 74005, 60 Gracechurch Street, London, EC3P 3DS.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

AWP P&C SA is duly authorised in France and the United Kingdom and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority.

### Doctor

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

### Home country

The country that **you** normally reside in.

### Insured person, you, your

Any person named on the booking invoice or validation certificate (as applicable).

### Insurer

AWP P&C SA.

### Medical condition

Any disease, illness or injury.

### Policy excess

The first part of the claim that **you** will be responsible for paying. When applicable, this amount applies to each claim, per section, for each separate incident per **insured person**.

### Pre-existing medical condition

**a** Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which **you** have ever received treatment (including surgery, tests or investigations by **your doctor** or a consultant/specialist or prescribed medication).

**b** Any psychiatric or psychological condition (including anxiety, stress and depression); for which **you** have suffered from or received medical advice or treatment for or been prescribed medication for in the last five years.

**c** Any **medical condition** for which **you** have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 months, or are prescribed medication.

### Strike or industrial action

Any form of industrial action taken by workers which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

### Terrorism (including cyber terrorism)

An act, or acts, of any person, or group of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear, including but not be limited to, the actual use of force or violence and/or the threat of such use.

Furthermore, the perpetrators of a terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation or government.

### Travelling companion

A person **you** have arranged to travel with on **your** journey and without whom it would be unreasonable to expect **you** to continue **your** journey.

### Unattended

When **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property.

### Utilisation of nuclear, chemical or biological weapons of mass destruction

The use of any explosive nuclear weapon or device; or the emission, discharge, dispersal, release or escape of: fissile material emitting a level of radioactivity, or any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed; which is capable of causing incapacitating disablement or death amongst people or animals.

### Valuables

Audio, visual, video, photographic, computer, laptops, iPad and/or android tablet or similar device, and portable navigation equipment, ipods, ipod touch and/or accessories, ebook readers, jewellery, furs, gold and silver items, watches, binoculars, musical instruments, electronic games and sports equipment.

### Volunteering

**You** taking part in community or wildlife based conservation/project work when arranged by a professional organisation. This includes caring and teaching; and may also include supervised building/renovation projects if the activity does not form part of **your** usual occupation or involve the use of plant/trade/industrial machinery, or non domestic power tools.

### We, our, us

Allianz Global Assistance, which administers the insurance on behalf of the **insurer**.

### Winter sports equipment

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

## Schedule of cover

Section/Cover	Cover limits (up to)	Excess
<b>A Emergency medical expenses</b>	£5 million	*£70
Diagnostic tests	£10,000	£70
In-patient benefit	£20/day max. £200	Nil
Criminal injuries	£100/day max. £5,000	Nil
Additional mountain rescue	£2,000	£70
<b>B Personal liability</b>	£2 million	£250
<b>C Personal accident</b>	£25,000	Nil
<b>D Cancellation or curtailment</b>	£5,000	£70
<b>E Travel delay</b>		
Delay in departure or arrival	£50 / 8 hr delay, max. £150	Nil
Abandonment	£1,000 after 8 hrs delay	Nil
Hijack	£100 / day, max. £3,000	Nil
Missed departure	£300	Nil
<b>F Personal effects</b>		
Baggage	£2,000	£70
Personal money	£300	£70
Tickets	£1,000	£70
Passport and visas	£250	£70
Delayed baggage	£300 after 8 hour delay	Nil
<b>G Legal expenses</b>	£50,000	£250
<b>H Winter sports extension (Optional)</b>		
Winter sports equipment	£350	£70
Winter sports equipment hire	£200	£70
Ski pack	£300	£70
Piste closure	£20 / day, max. £200	Nil
Avalanche closure	£150	£70

### Notes

#### Inner limits

This is only a summary of the sums insured and **policy excess**. Please refer to the individual sections of cover of this policy for full details.

#### \*Helicopter mountain medical rescue in Nepal

If **you** require helicopter mountain medical rescue in Nepal, all costs will need to be pre-authorised by the **insurer's** medical emergency assistance service and the **policy excess** will be increased to **£500**.

## General enquiries

If **you** have any general queries concerning this Insurance, or if there is anything **you** do not understand, please contact the Insurance Brokers who arrange the scheme:

Write to: Campbell Irvine Limited, 52 Earls Court Road, Kensington, London W8 6EJ.

Phone: **UK +44 (0)20 7938 1734**.

## 24-hour medical emergency assistance service

Please tell **us** immediately about any serious illness or accident abroad where **you** have to go into hospital or **you** may have to return home early or extend **your** stay because of any illness or injury. If **you** are unable to do this because the condition is life, limb, sight or organ threatening, **you** should contact **us** as soon as **you** can.

**You** must also tell **us** if **your** medical expenses are over **£500**. If **you** are claiming for a minor illness or accident **you** should, where possible, pay the costs initially and reclaim the money from **us** later. **You** can call 24 hours a day 365 days a year or email.

Phone: **UK +44 (0)20 8603 9485** Fax: **UK +44 (0)20 8603 0204**

Email: **medical@allianz-assistance.co.uk** Quote ref: Mountain Kingdom 7289TVL 01/19

Please give **us your** age and **your** insurance booking or validation certificate number. Say that **you** are insured with Mountain Kingdom 7289TVL 01/19. Below are some of the ways the 24-hour medical emergency assistance service can help.

### Confirmation of payment

**We** will contact hospitals or **doctors** abroad and guarantee to pay their fees, providing **you** have a valid claim. **We** may require written consent to contact **your doctor** to obtain details of any past medical history specifically relating to **your** claim.

### Repatriation

If **our** medical advisers think it would be in **your** medical interests to bring **you** back to **your** home or to a hospital or nursing home in **your home country**, **you** will normally be transferred by regular airline or road ambulance. Where medically necessary in very serious or urgent cases, **we** will use an air ambulance. **We** will consult the treating **doctor** and **our** medical advisers first. If **you** need to go home early, the treating **doctor** must provide a certificate confirming that **you** are fit to travel. Without this the airline can refuse to carry any sick or injured person.

**You** can contact **us** at any time, day or night. **You** will be answered by one of **our** experienced assistance co-ordinators who **you** should give all relevant information to. Please make sure **you** have details of **your** policy before **you** phone.

### Note

Failure to contact the medical emergency assistance service may result in **your** claim being reduced or declined.

## Making a claim

### For claims under Sections A-F and H

To submit a claim online please go to: **www.submitclaim.co.uk/mountaik**

Alternatively **you** can download a claim form at: **www.csal.co.uk** or **you** can

Write to: Claims Settlement Agencies 308-314 London Road, Hadleigh, Essex SS7 2DD

Phone: **UK +44 (0)1702 553 443**

Email: **info@csal.co.uk**

### For claims under Section G

**You** can call **our** 24-hour legal helpline for advice on a travel related legal problem to do with **your** trip.

Phone: **UK +44 (0)20 8603 9804**

## THIS IS NOT PRIVATE MEDICAL INSURANCE.

A note to **you** and all **your doctors** and hospitals. This is not a private medical insurance. If any medical treatment is needed, **you** must tell **us** immediately or **we** may not guarantee medical expenses. If **you** need any medical treatment, **you** must allow the medical emergency assistance service to see all of **your** medical records and information.

## Health declaration and health exclusions

### Important declaration

Anyone named under this policy should have read this Important declaration and understood the terms, conditions and exclusions relating to the health of **you** and anyone else upon whom **your** trip depends.

This policy contains health restrictions that apply to **your** cover under certain sections of this policy. This policy can only provide cover in respect of an accident or illness which is sudden, unforeseen and beyond **your** reasonable control.

Cover is excluded for any defined **pre-existing medical condition**. If in doubt please call the medical screening helpline, in confidence on:  
**UK +44 (0)1702 427 237**

### Definition of a Pre-existing medical condition:

- a** Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which **you** have ever received treatment (including surgery, tests or investigations by **your doctor** or a consultant/specialist or prescribed medication).
- b** Any psychiatric or psychological condition (including anxiety, stress and depression) which **you** have suffered or for which **you** have received medical advice or treatment or been prescribed medication in the last five years.
- c** Any **medical condition** for which **you** have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 months, or for which **you** are prescribed medication.

## How to disclose pre-existing medical conditions

### Medical screening

The medical screening helpline is optional for those persons wishing to establish if additional cover may be offered to include **pre-existing medical conditions**. **You** will be asked for **your** personal and travel details. Please have **your** insurance policy number to hand if known.

**You** will be advised whether the **pre-existing medical condition** may be covered, an optional additional premium may be quoted and whether any amendments will be made to the policy terms and conditions. If terms can be provided for the condition and **you** elect to take up the offer of the additional cover, **you** will be given a medical screening reference number and a letter will be sent to **you** upon receipt of payment. Any additional premiums must be paid directly to the medical screening helpline and not the company **you** are arranging **your** travel insurance with.

Should **you** not contact the medical screening helpline or not wish to take advantage of the optional terms quoted by the medical screening helpline, or if **you** fail to declare any **medical conditions**, **you** will not be covered for any claims arising from all **medical conditions** or linked conditions from a **pre-existing medical condition**.

There is no cancellation or curtailment cover for a **pre-existing medical condition** of persons not necessarily travelling but upon whom travel depends, such as a **close relative**, unless **you** are able to agree to the 'Non travelling relatives' section of this policy.

**You** should also refer to the 'General exclusions' of this policy.

If **you** fail to declare a **medical condition** and the policy would have still been issued to **you** but for an additional premium, the **insurer** may decide to make a proportionate settlement in line with the premium **you** have paid.

## Change of health

If, after purchasing **your** policy but before departing on **your** trip or booking another trip, there is a change in **medical condition(s)** or development of a new **medical condition** for **you** or anyone insured under this policy, **you** must contact the Medical Screening helpline on **UK +44 (0)1702 427 237** as soon as possible.

**We** will assess the change in health and confirm if cover for the **medical condition(s)** can continue for further trips. If **we** can continue to offer **you** cover there may be a further charge applied in order to cover this change or new condition.

## Non travelling relatives

**You** may have a **close relative** with a **medical condition** who is not travelling with **you**. In some cases, if their state of health deteriorates greatly, **you** may want to cancel or curtail **your** trip. Subject to all the other terms and conditions, such claims are covered if the **close relative's doctor** is prepared to

If **we** cannot continue to offer **you** cover, **you** can either submit a cancellation claim if **you** have booked and paid for a trip that **you** have not yet made; or cancel **your** policy and we will send **you** an appropriate refund as long as **you** have not travelled or made a claim.

If **you** fail to declare a change in health, claims arising from all **medical conditions** or linked conditions may not be paid.

state that at the date **you** bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition deteriorating to such a degree that this would become necessary. If the **doctor** will not confirm this, **your** claim is not covered.

## Pregnancy

Claims relating to normal pregnancy, where there is no accompanying bodily injury, illness, disease or complication, are not covered under this policy. This policy is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

Cover can only be considered where there is a complication of pregnancy or if **you** were unaware of the pregnancy at the time of purchasing the insurance or booking a trip (whichever is later) and **you** are advised not to travel by a **doctor**.

Airlines and ferry companies have their own restrictions due to health and safety requirements so please ensure that **you** check with them or with any other transport provider before **you** book the trip. Please also ensure 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.

## Making a complaint

We aim to provide **you** with a first class policy and service. However, there may be times when **you** feel we have not done so. If this is the case, please tell **us** about it so that we can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

- **For complaints regarding the sale of your policy:**  
Write to: The General Manager, Campbell Irvine Ltd, 52 Earls Court Road, Kensington, London W8 6EJ.  
Phone: **UK +44 (0)20 7938 1734**
- **For complaints regarding claims or administration of your policy:**  
Write to: Customer Service, Allianz Global Assistance, 102 George Street, Croydon, CR9 6HD  
Phone: **UK +44 (0)20 8603 9853**  
Email: **customersupport@allianz-assistance.co.uk**

## Period of insurance

The period that **you** are insured for as shown on **your** booking invoice or validation certificate (as applicable).

### Single trip

Cover under Section D – Cancellation starts from the date stated on **your** booking invoice or validation certificate (as applicable) and ends when **you** leave **your** residence or place of business to commence travel. Cancellation cover shall only apply for a period of up to 24 months prior to the trip departure date stated on **your** booking invoice or validation certificate (as applicable).

Cover under all other sections of the policy starts when **you** leave **your** normal residence or place of business to commence **your** trip or from the date shown on the booking invoice or validation certificate (as appropriate).

All cover ends on **your** return home, within 24 hours of **your** return to **your home country**, or at the expiry of the period of insurance, whichever is first.

### One way travel

All cover ceases on arrival at final destination.

If **you** are not satisfied with **our** final response **you** can refer the matter to the UK Financial Ombudsman Service for independent arbitration.

Visit: **www.financial-ombudsman.org.uk**

Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: **UK +44 (0)800 023 4567** or  
**UK +44 (0)300 123 9123**

Email: **complaint.info@financial-ombudsman.org.uk**

### Automatic trip extension

If **you** are prevented from completing **your** travel before the expiration of this Insurance as stated under the period of insurance on the booking invoice or validation certificate (as applicable) for reasons which are beyond **your** control, including ill health or failure of public transport, this policy will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

If **you** are hijacked, cover shall continue whilst **you** are subject to the control of the person(s) or their associates making the hijack during the period of insurance for a period not exceeding 12 months from the date of the hijack.

Please ensure **you** arrange cover for the entire duration of **your** travel.

## Important information

**You** must comply with all the terms and conditions stated in this policy, exercise reasonable care, and act as if uninsured at all times to have the full protection of the policy. If **you** do not comply the **insurer** may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

### General conditions

- 1 At the time of purchasing this policy **you** will have been asked questions to enable **us** to assess **your** risk. These may include but are not limited to questions about **your** state of health or that of a **close relative** or any planned sports or activities. **You** must take reasonable care to answer these questions completely and accurately. If the answers given change after the policy was purchased **you** must notify **us** of this change. Upon any failure to answer the questions completely, accurately or honestly, or to inform **us** of any change, **your** policy may be declared void, or be cancelled, or **we** may refuse to pay **your** claim in full or in part, or **we** may revise the premium due or **we** may change any **policy excess**, or the extent of **your** cover under the policy may be affected.
- 2 This policy is available for holiday or business travel but excludes overseas residency, permanent overseas employment, work of a predominantly manual nature (other than **volunteering**) or any hazardous activity not agreed on behalf of the **insurer**.
- 3 An extra premium has to be paid for any person aged 66 years or more at the date of payment of insurance premium. The policy is not available for persons aged 79 years or more at the date of payment of insurance premium.

4 **You** must contact the medical emergency assistance service as soon as possible with full details of anything which may result in a claim as a result of a medical emergency.

5 Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the English courts shall have exclusive jurisdiction.

### Rights of third parties

**We**, the **insurer** and **you** do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

### Financial Services Compensation Scheme (FSCS)

For **your** added protection, the **insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS, telephone number **UK +44 (0)800 678 1100** or **UK +44 (0)20 7741 4100**, or by visiting their website at **www.fscs.org.uk**.

## Data protection

We care about **your** personal data.

The summary below and **our** full privacy notice explain how Allianz Global Assistance protects **your** privacy and uses **your** personal data.

**Our** full privacy notice is available at [www.allianz-assistance.co.uk/privacy-notice/](http://www.allianz-assistance.co.uk/privacy-notice/)

If a printed version is required, please write to Legal and Compliance Department, Allianz Global Assistance, 102 George Street, Croydon CR9 6HD.

**How will we obtain and use your personal data?**

We will collect **your** personal data from a variety of sources including:

- Data that **you** provide to **us**; and
- Data that may be provided about **you** from certain third parties, such as **your** insurance representative, **doctors** in the event of a medical emergency or airline companies in the event of repatriation.

We will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;

**Who will have access to your personal data?**

We may share **your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who **we** deal with which provide part of the service to **you** such as in the event of a medical emergency;
- To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service that **we** have provided to **you**.

We will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us your** consent to do so.

**How long do we keep your personal data?**

We will retain **your** personal data for a maximum of seven years from the date the insurance relationship between **us** ends. If **we** are able to do so, **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

**Where will your personal data be processed?**

**Your** personal data may be processed both inside and outside the European Economic Area (EEA).

Whenever **we** transfer **your** personal data outside the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

**What are your rights in respect of your personal data?**

**You** have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;
- Request that **we** restrict any processing concerning **you**, or withdraw **your** consent where **you** previously provided this;
- Request that **we** stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that **we** provide it to **you** or a new insurer; and
- File a complaint.

**Automated decision making, including profiling**

We carry out automated decision making and/or profiling when necessary.

**How can you contact us?**

If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

- For Allianz Global Assistance  
Write to: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD  
Phone: **UK +44 (0)20 8603 9853**  
Email: [AzPUKDP@allianz.com](mailto:AzPUKDP@allianz.com)

**Other privacy notices**

If **you** would like to view the full privacy policy of Claims Settlement Agencies Limited visit:

[www.csal.co.uk/privacy-policy](http://www.csal.co.uk/privacy-policy)

If **you** would like to view the full privacy policy of Campbell Irvine Limited visit:

[www.campbellirvineinsurance.com/privacy](http://www.campbellirvineinsurance.com/privacy)

## Cooling off period

**Statutory cancellation rights**

**You** may cancel this policy within 21 days of receipt of the policy documents by contacting **your** issuing agent.

Any premium already paid will be refunded to **you** providing **you** have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

**Cancellation outside the statutory 21 day cooling off period**

**You** may cancel this policy at any time after the statutory 21 day cooling off period by contacting **your** issuing agent.

If **you** cancel after the statutory 21 day cooling off period no premium refund will be made.

**Non payment of premiums**

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

## Reciprocal health care

This travel insurance policy is not a private medical insurance and where possible every effort should be made to utilise any reciprocal health care facility. If **you** require medical treatment in Australia **you** must enrol with Medicare [www.humanservices.gov.au](http://www.humanservices.gov.au)

It can be done after the first occasion on which **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. If **you** are admitted to hospital then immediate contact must be made with the medical emergency assistance service and their authority obtained in respect of any treatment not available under Medicare before such treatment is provided.

### Note

**Your** failure to contact the medical emergency assistance service may result in a claim being reduced or declined.

Should **you** require medical care in Europe, a European Health Insurance Card (EHIC) entitles **you** to reduced cost, sometimes free, medical treatment that becomes necessary whilst travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. An EHIC can be obtained by completing an application form available from your local Post Office or by following the online information at [www.ehic.org.uk](http://www.ehic.org.uk)  
Telephone: **0300 330 1350**

Please also note that if **you** have a valid claim for medical expenses which is reduced by **you**:

- Using an EHIC; or;
- Taking advantage of a reciprocal health arrangement with **your home country**; or;
- Using **your** private medical insurance;

at the point of treatment, then the **insurer** will not deduct the **policy excess**.

## Claim conditions

### Duplicate insurance

If at the time of loss, theft, damage, expense or liability insured by Sections A, D, E, F, G and H there is another insurance against such loss or any part thereof, the **insurer** shall be liable under this Insurance for their proportionate share only of such loss.

### Subrogation

The **insurer** is entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for the **insurer's** benefit against any other party.

### Documentation

All certificates, information and evidence required by the **insurer** shall be furnished at **your** or **your** legal personal representatives expense and shall be in such form and of such nature as the **insurer** may prescribe. **You** shall as often as required submit to medical examination on behalf of the **insurer** at their own expense and in the event of **your** death the **insurer** shall be entitled to have a post-mortem examination at their own expense.

### Recognising our rights

**You** and each **insured person** must recognise the **insurer's** right to:

#### 1 Pay, repair or replace

Choose either to pay the amount of a claim (less any **policy excess** and up to any sum insured limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;

#### 2 Inspect and dispose of items

Inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;

#### 3 Handle a claim in your name

Take over and deal with the defence or settlement of any claim in **your** name and keep any amount recovered;

#### 4 Pay in sterling

Settle all claims in pounds sterling;

#### 5 Be reimbursed promptly

Be reimbursed within 30 days for any costs or expenses that are not insured under this policy, which the **insurer** pays to **you** or on **your** behalf;

#### 6 Receive medical certificates

Be supplied at **your** expense with appropriate original medical certificates where required before paying a claim;

#### 7 Carry out medical examinations

Request and carry out a medical examination and insist on a post-mortem examination, if the law allows them to ask for one, at **our** expense.

### Paying claims

#### 1 Death

- a If **you** are 18 years old or over, claims are paid to **your** estate and the receipt given to the **insurer** by **your** personal representatives shall be a full discharge of all liability by the **insurer** in respect of the claim.
- b If **you** are aged under 18 years, the **insurer** shall pay any claim to **your** parent or legal guardian. **Your** parent or legal guardian's receipt shall be a full discharge of all liability by the **insurer** in respect of the claim.

#### 2 All other claims:

- a If **you** are 18 years old or over, the **insurer** shall pay the claim to **you** and **your** receipt shall be a full discharge of all liability by the **insurer** in respect of the claim.
- b If **you** are aged under 18 years, the **insurer** shall pay the appropriate benefit amount to **your** parent or legal guardian for **your** benefit. **Your** parent or legal guardian's receipt shall be a full discharge of all liability by the **insurer** in respect of the claim.

Please refer to the 'Claims checklist' at the back of this policy for a list of documentation required by **our** claims handlers to process a claim.

### Fraudulent claims

**You** must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- 1 Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- 2 Make a statement in support of a claim knowing the statement to be false in any respect; or
- 3 Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 4 Make a claim in respect of any loss or damage caused by **your** wilful act or with **your** involvement.

Then the **insurer**:

- 1 Shall not pay the claim
- 2 Shall not pay any other claim which has been made or will be made under the policy.
- 3 May at their option declare the policy void.
- 4 Shall be entitled to recover from **you** the amount of any claim already paid under the policy.
- 5 Shall not make any premium returns.
- 6 May inform the police of the circumstances.

## General exclusions

### Policy excesses – Applicable to most claims

The **insurer** shall not pay:

- 1 The first **£70** of each and every claim, per incident claimed for under each section by each **insured person**.
- 2 The first **£250** of each and every claim arising from the same incident under Section B - Personal liability (in respect of the use of rented temporary accommodation only) and G - Legal expenses.
- 3 The first **£500** of each and every claim, by each **insured person** under Section A1, if the claim involves helicopter mountain medical rescue in Nepal.

No **policy excess** applies to Section C - Personal accident, Section D - Cancellation and curtailment (Loss of deposit only claims), Section E - Travel delay, Section F5 - Delayed baggage and Section H - Piste closure only.

Please also note that if **you** have a valid claim for medical expenses which is reduced by **you** using an EHIC; or taking advantage of a reciprocal health agreement with **your home country**; or using **your** private medical insurance; at the point of treatment, then the **insurer** will not deduct the **policy excess**.

### You will not be covered under Section A – Medical expenses, Section C – Personal accident and Section D – Cancellation or curtailment for any claim directly or indirectly caused by, arising or resulting from, or in connection with either;

1 At the time of taking out this policy:

- a Any **pre-existing medical condition** unless **you** have contacted the medical screening helpline on **UK +44 (0)1702 427 237** and the **insurer** has agreed to provide cover and **you** have paid any additional premium required.
- b Any **medical condition** that **you** or any other person not necessarily travelling but upon whom travel depends such as a **close relative** has received a terminal prognosis.
- c Any **medical condition you** are aware of but which has not had a formal diagnosis.
- d Any **medical condition** for which **you** or any other person not necessarily travelling but upon whom travel depends such as a **close relative** is on a waiting list for or has knowledge of the need for surgery in a hospital; or

2 After the date this policy was purchased:

A change of health or where the cost of any claim is increased due to a change of health, if the procedure detailed under the 'Health declaration and health exclusions' section has not been followed.

3 At any time:

- a Any **medical condition you** have for which a **doctor** has advised **you** not to travel or would have done so had **you** sought their advice.
- b Any surgery, treatment or investigations for which **you** intend to travel outside **your home country** to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures).
- c Any **medical condition** for which **you** or any other person not necessarily travelling but upon whom travel depends such as a **close relative** is not taking the recommended treatment or prescribed medication as directed by a **doctor**.
- d Pregnancy when **you** are expected to give birth within two months of the return date of **your** trip;
- e Participating in any activity where **you** have been advised against doing so by a **doctor**.

### The insurer shall not pay (unless agreed in writing by or on behalf of the insurer) for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 a i Mountaineering or climbing; potholing; sports tours; motorised competitions; racing; competing in or practising for speed or time trials of any kind; or
- ii Travelling by quad bike or motorcycle (except for quad bikes or motorcycles up to 125cc which are hired or borrowed during the period of insurance and when **you** are wearing a crash helmet); or
- iii Driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle on a public highway without the appropriate driving licence.
- iv Skiing, snowboarding and snowmobiling unless the appropriate premium has been paid and this is shown on the booking invoice or validation certificate (as applicable), but always excluding racing, ski jumping, freestyle winter sports, ice hockey or the use of bobsleighs or skeletons.
- b Any activity where **you** do not wear the recommended/recognised safety equipment, or do not follow the safety procedures, rules or regulations of the activity's organisers/providers; or



- c Any activity in the air (other than as a passenger in a fully licensed passenger-carrying-aircraft, bungee jumping or parasailing); or
- d Any unusually hazardous activity or extreme sport that has not been booked through or organised by Mountain Kingdoms, including but not limited to scrambling; canyoning/kloofing; trekking over 4,000 metres; scuba diving to a depth greater than 30 metres, or solo diving; professional or competitive sports or activities; competing in or practicing for speed or time trials of any kind; work of a predominantly manual nature; expeditions to remote, hazardous or polar regions; or any variation of an excluded sport or activity unless the appropriate additional premium has been paid and shown on **your** booking invoice or validation certificate (as applicable); or
- e Wilful exposure to needless danger (other than in an attempt to save human life); or
- f Air travel within 24 hours of scuba diving.

**Note**

- Exclusions **1a**, **1b**, **1c** and **1d** are not applicable to cancellation claims under Section D.
- See 'Sporting and adventurous activities' section.

- 2 Private medical treatment unless authorised by the medical emergency assistance service.
- 3 Any wilfully self inflicted injury or illness, insanity, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than medically prescribed) and the effects of alcohol.
- 4 **Your** participation in any criminal or illegal acts.
- 5 **a** Unless the **insurer** provides cover under this insurance, any other loss, damage or additional expenses following on from the event for which **you** are claiming. Examples of such loss, damage, or additional expense would be the cost of replacing locks after losing keys, costs incurred of preparing a claim, or loss of earnings following bodily injury or illness.
- b** Any costs for:
  - i telephone calls (other than the first call to the medical emergency assistance service to notify them of a medical problem requiring hospitalisation); or
  - ii taxi fares (unless a taxi is being used in place of an ambulance to take you to or from a hospital); or
  - iii food and drink expenses (unless these form part of **your** hospital costs if **you** are kept as an in-patient).

- 6 Any exposure to the **utilisation of nuclear, chemical or biological weapons of mass destruction**.
- 7 **a** Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- b** The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 8 Sonic or pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- 9 Any consequence of any act of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, any act of **terrorism (including cyber terrorism)** where **you** are actively engaged and/or where **you** have travelled and/or **you** remain contrary to Foreign and Commonwealth Office travel advice.
- 10 **You** travelling to a country, specific area or event to which the Travel Advice unit of the British Foreign and Commonwealth Office or the World Health Organisation has advised against travel, unless agreed by or on behalf of the **insurer**.
- 11 Any search or ship to shore rescue costs (cost charged to **you** by a Government, regulated authority or private organisation concerned with finding and rescuing an individual). This exclusion does not include medical evacuation costs by the most appropriate transport detailed in Section A1, or non-medical mountain rescue costs detailed in Section A5.
- 12 Any circumstances **you** are aware of that could reasonably be expected to give rise to a claim on this policy unless **you** have been given the **insurer's** written agreement.
- 13 The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.
- 14 Any other loss connected to the event **you** are claiming for unless the **insurer** specifically provides cover under this policy.
- 15 Any disinclination to travel.
- 16 Any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Section A - Emergency medical expenses

### WHAT YOU ARE COVERED FOR

#### 1 Emergency medical, repatriation and associated expenses - Up to £5 million

Should **you** suffer accidental bodily injury or become ill (including compulsory quarantine on the orders of a treating **doctor**) the **insurer** will pay:

- a** normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside **your home country** including, emergency dental treatment to relieve pain and suffering (limited to **£250**), specialists or ophthalmic fees, hospital, nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites, decompression chambers, ambulance/ necessary transport charges (including helicopter/ air ambulance charges if necessary on medical grounds and authorised by the medical emergency assistance service; or their agents).

**Note**

The **insurer** reserves the right to repatriate **you** to **your home country** when in the opinion of the medical emergency assistance service, **you** are fit to travel

- b** reasonable additional accommodation and repatriation expenses incurred by **you** and any one member of **your** family or party who has to remain or travel with **you**, when certified by a **doctor** to be strictly necessary on medical grounds, and approved by the medical emergency assistance service.
- c** the travel and reasonable accommodation expenses of one person to travel from their country of residence if their presence is strictly necessary on medical grounds.
- d** the cost of transporting **your** remains to **your** former **home country** up to **£7,500** (the costs of burial or cremation are not included) or funeral expenses including burial or cremation incurred abroad up to **£1,000**.

#### 2 Diagnostic tests - Up to £10,000

The **insurer** will pay up to **£10,000** for **diagnostic tests** incurred outside **your home country**.

#### 3 In-patient benefit - Up to £200

In addition to the costs referred to above, the **insurer** will also pay the sum of **£200** compensation for each complete day, up to **£200**, that **you** are admitted to hospital outside **your home country**.

#### 4 Criminal injuries - Up to £5,000

Should **you** be admitted to hospital as an in-patient as a result of receiving criminal injuries following a personal assault verified by a written report that substantiates the injuries resulted from an unprovoked personal assault, the in-patient benefit payable under Section A3 is increased to **£100** each complete day, up to **£5,000**, that **you** are admitted to hospital outside of **your home country**.

#### 5 Additional mountain rescue - Up to £2,000

Should **you** require mountain rescue services during the period of insurance deemed necessary by the local rescue authorities and approved by the **insurer's** medical emergency assistance service, the **insurer** will reimburse all receipted costs incurred to provide mountain rescue services up to the sum insured in order to preserve **your** life in the event of a non-medical emergency.

#### Specific conditions applicable to A5 - Additional mountain rescue.

- 1 Contact must be made with the medical emergency assistance service on **UK +44 (0)20 8603 9485** as soon as possible;
- 2 All reasonable local safety advice has been obtained and followed;
- 3 Expenses are only payable for **your** proportion of the mountain rescue operation up to the sum insured.
- 4 Costs will only be covered up to the point when **you** are recovered by the mountain rescue services or at the time when the authorities advise that continuing the rescue is no longer viable.
- 5 A written statement from the appropriate local rescue authorities involved in the rescue must be obtained and provided to the **insurer** in the event of a claim.

## WHAT YOU ARE NOT COVERED FOR

### Exclusions applicable to Section A

The **insurer** shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 Travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
- 2 A **pre-existing medical condition** unless the **insurer** has agreed to provide cover and **you** have paid any additional premium required.
- 3 The cost of medical or surgical treatment of any kind received by **you** later than 52 weeks from the date of the accident or commencement of the illness.
- 4 Medical expenses incurred in **your home country**.
- 5 A claim that is not verified by a medical report whilst travelling.
- 6 Elective or cosmetic surgery is excluded except in the event of reconstruction following an accident. Any procedures require advance approval from the medical emergency assistance service.

- 7 Dental treatment to provide, replace or repair caps, crowns or bridges other than the relief of pain and suffering.
- 8 Any form of treatment or surgery which in the opinion of the medical emergency assistance service can be reasonably delayed until **you** return to **your home country**.
- 9 Any medical treatment and associated costs **you** have to pay following your refusal of curtailment, or **your** decision not to move hospital or return to **your home country** after the date when, in the opinion of the medical emergency assistance service, **you** should have done so.
- 10 Accommodation and travel expenses where the transport and/or accommodation used are of a standard superior to that of the trip unless agreed by the medical emergency assistance service.
- 11 Medication **you** are taking before and which **you** will have to continue taking during **your** trip (except in the event of accidental loss or damage to that medication).
- 12 A **policy excess** which will apply to this section, please refer to 'General exclusions'.

- d bodily injury caused directly or indirectly in connection with: the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity;
- e fraudulent, dishonest or criminal acts of **you** or any person authorised by **you**.
- f any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
- g any claim assumed by **you** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- h punitive or exemplary damages.

### Provided that

- 1 **You** or **your** legal representatives give the **insurer** written notice immediately **you** receive any prosecution

notice or inquest connected to circumstances which may lead to a claim under this section.

- 2 No admission, offer, promise, payment or indemnity shall be made by or on **your** behalf without the **insurer's** prior written consent.
- 3 Every claim notice, letter, writ or process or other document served on **you** shall be forwarded to the **insurer** immediately upon receipt.
- 4 The **insurer** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for the **insurer's** own benefit any claim for indemnity or damages against all other parties or persons.
- 5 The **insurer** may at any time pay **you** in connection with any claim(s) up to **£2 million** (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made the **insurer** shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

## Section B - Personal liability

### WHAT YOU ARE COVERED FOR

#### Up to £2 million

The **insurer** will pay up to **£2 million** (inclusive of legal costs and expenses) if **you** become legally liable to pay damages in respect of:

- 1 Accidental bodily injury, including death, illness and disease to a person; and/or
- 2 Accidental loss of or damage to property during the period of insurance.

The **insurer** will indemnify **you** for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause.

- 3 The **insurer** will not pay any liability for:

- a bodily injury, illness or disease of any person who is **your close relative, travelling companion**, or under a contract of employment, service or apprenticeship with **you** when the bodily injury, illness or disease arises out of and in the course of their employment with **you**;
- b loss or damage to property belonging to or held in trust by or in the custody or control of **you** other than temporary accommodation occupied by **you** during the period of insurance;
- c bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by **you** or on behalf of **you** of: aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft), mechanically propelled vehicles (other than wheelchairs, electric wheelchairs and mobility scooters, golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);

### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Section B

- 1 The **insurer** will not pay the **policy excess** as shown in the 'General exclusions' section.
- 2 The **insurer** will not pay for anything mentioned in the 'General exclusions' section.

## Section C - Personal accident

### WHAT YOU ARE COVERED FOR

#### Up to £25,000

In the event of **you** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in **your** death or disablement within twelve calendar months of the injury, the **insurer** will pay the following sums insured:

- |   |                |
|---|----------------|
| 1 Death, or                             | <b>£10,000</b> |
| 2 Loss of sight of one or both eyes, or | <b>£25,000</b> |
| 3 Loss of one or more limbs, or         | <b>£25,000</b> |
| 4 Permanent total disablement           | <b>£25,000</b> |

Provided that

- a the benefit payable under 1 above is reduced to **£1,000** if **you** are under 16 years of age or 66 years of age or over at the time of death
- b the total compensation in respect of any one **insured person** shall not exceed **£25,000**.

#### Section specific definitions

##### Loss of one or more limbs:

loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg.

##### Loss of sight:

total and irrecoverable loss of sight which shall be considered as having occurred:

- a in both eyes if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

##### Permanent total disablement:

A disability which has lasted for at least 12 months from which the **insurer** believes **you** will never recover and which prevents **you** from carrying out any gainful occupation for which **you** are reasonably qualified by way of training, education or experience.

##### Note

If **you** were already disabled before the bodily injury or already had a condition which is gradually getting worse, the **insurer** may reduce their payment. Any reduced payment will be based on their medical assessment of the difference between:

- 1 the disability after the bodily injury; and
- 2 the extent to which the disability is affected by the disability or condition before the accident

## Section D - Cancellation or curtailment

### WHAT YOU ARE COVERED FOR

Up to £5,000

#### Note

Unless the appropriate additional 'Top up cancellation' premium has been paid and is shown on **your** booking invoice or validation certificate (as applicable).

Should **you** necessarily have to cancel the projected journey before commencement or curtail it before completion as a result of:

- 1 The death, accidental bodily injury, illness, compulsory quarantine on the orders of a treating **doctor**, redundancy that qualifies for payment under current redundancy legislation, cancellation of leave for British Forces, police or government security staff, summoning to jury service or witness attendance in a court of **you** or **your travelling companion**.
- 2 The death, serious injury or illness of,
  - a a **close relative**, or
  - b the person with whom **you** intend to reside at the holiday or journey destination, or
  - c a **dependent business partner**; of **you** or **your travelling companion** which necessitates the presence of the person concerned.
- 3 Hijack.
- 4 Adverse weather conditions making it impossible for **you** to travel to initial point of departure at commencement of outward journey.
- 5 Major damage or burglary at **your** home or place of business which at the request of an emergency service requires **your** presence.

The **insurer** will pay either:

- 1 For cancellation prior to departure; for **your** irrecoverable portion of costs; for travel, accommodation, pre-booked excursions, tours, courses and/or events up to the sum insured for any of the above reasons, (including **winter sports equipment** hire, ski school and lift passes for winter sports trips where the appropriate premium has been paid and shown on **your** booking invoice or validation certificate) which have not been used and **you** have paid or are contracted to pay; or
- 2 For curtailment after initial departure; or from the date **you** were hospitalised as an in-patient;
  - a A pro-rata proportion of non-refundable unused inclusive tour costs, or
  - b Alternatively the original value of non-refundable unused air tickets up to the sum insured for any of the above reasons.

#### Note

The proportionate value of costs will be calculated either from the date of return to **your home country**, or from the date **you** were hospitalised as an inpatient until the date **you** are discharged. The claim will only be based on the number of full days not used.

Where return to **your home country** is necessary in an emergency situation **you** should contact the medical emergency assistance service who may be able to assist in having existing air tickets amended.

### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Section D

The **insurer** shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 Travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
- 2 A **pre-existing medical condition** unless the **insurer** has agreed to provide cover and **you** have paid any additional premium required. There is no cancellation or curtailment cover for a **pre-existing medical condition** of persons not necessarily travelling but upon whom travel depends, such as a **close relative** unless **you** are able to agree to the 'Non travelling relatives' section of this policy.
- 3 The unused portions of **your** ticket, where repatriation has been arranged at the expense of the **insurer**.
- 4 **You** having to cut short **your** trip but not returning to **your home country**, in which case the **insurer** will only pay the equivalent costs which **you** would have incurred had **you** returned to **your home country**.
- 5 **You** being unable to continue with **your** travel due to **you** failing to obtain the passport or visa **you** require for **your** trip.
- 6 A disinclination to travel or any other adverse financial situation (except redundancy that qualifies for payment under current redundancy legislation).
- 7 Claims associated with the cost of accommodation paid for using Avios Awards or any other loyalty point scheme.
- 8 A **policy excess** which will apply to this section, please refer to 'General exclusions'.

## Section E - Travel delay

### WHAT YOU ARE COVERED FOR

#### 1 Delayed departure or arrival

- a If the departure of the aircraft, train or sea vessel in which **you** have arranged to travel is delayed for at least 8 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 8 hours later than the time specified in the travel itinerary, due to **strike or industrial action**, disruption, **terrorism (including cyber terrorism)**, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The **insurer** will pay **£50** for each complete 8 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary up to **£150**.

- b If the departure of the aircraft, train or sea vessel in which **you** have arranged to travel is delayed for at least 8 hours from the departure time specified in the travel itinerary due to **strike or industrial action**, **terrorism (including cyber terrorism)**, adverse weather conditions or mechanical breakdown of the aircraft, train or sea vessel, and as a direct result, **you** elect to cancel the whole travel itinerary prior to departure.

The **insurer** will pay irrecoverable payments and charges made for the travel, accommodation, tours or excursions up to **£1,000**.

#### 2 Hijack of aircraft

The **insurer** will pay compensation of **£100** per complete day that **you** are in detention due to unlawful seizure or wrongful exercise of control of an aircraft or the crew thereof, in which **you** are travelling as a passenger, up to **£3,000**.

### 3 Missed departure

If **you** arrive at the point of international departure in **your home country** too late to commence the booked travel as the result of failure of scheduled public transport services in **your home country** due to inclement weather, **strike or industrial action**, **terrorism (including cyber terrorism)**, disruption, or mechanical breakdown, or as a result of an accident to the motor vehicle in which **you** are travelling to the point of departure, the **insurer** will pay up to **£300** for additional travel and accommodation only expenses necessarily incurred by **you** in order to reach the booked destination.

### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Section E

The **insurer** shall not pay for any claim arising directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 **Strike or industrial action**, **terrorism (including cyber terrorism)**, disruption, war, invasion, riot, or civil commotion in existence or publicised at the time of effecting the Insurance.
- 2 The withdrawal from service (temporary or otherwise) of an aircraft or train or sea vessel on the recommendation of a port authority or the Civil Aviation Authority or of any similar body.
- 3 **You** may only claim for the same event under one sub-section under Section E and not under multiple sub-sections.

## Section F - Personal effects

### WHAT YOU ARE COVERED FOR

The **insurer** will pay for loss, theft or damage to:

#### 1 **Baggage - Up to £2,000**

The amount payable will be the value at today's prices less the deduction for wear, tear and depreciation.

#### 2 **Personal money - Up to £300**

Cash, bank or currency notes, including reasonable expenses incurred as a result of loss, theft or damage.

#### 3 **Tickets - Up to £1,000**

Air or other tickets including reasonable expenses incurred as a result of loss, theft or damage.

#### 4 **Passport or visas - Up to £250**

In respect of the cost of an emergency replacement or temporary passport or visa obtained whilst abroad including reasonable and receipted expenses incurred to obtain the same.

#### 5 **Delayed baggage - Up to £300**

If **baggage** is temporarily lost for more than 8 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities the **insurer** will pay **you** up to **£300** supported by receipts, but this will be deducted from the final claim if the loss is permanent.

#### Note

In respect of cash cover will be effective from time of collection from bank or currency exchange agent, or for 3 days before commencement of journey, or from date of commencement of this Insurance, whichever is the later.

### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Sections F and H

The **insurer** shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 Damage due to moth, vermin, wear and tear and gradual deterioration.
- 2 Loss, theft or damage to contact or corneal lenses, dentures or other aids or appliances cycles, wind or kite/surf boards or mobile telephones. **Winter sports equipment** is excluded unless the appropriate premium has been paid and is shown on the booking invoice or validation certificate (as applicable).
- 3 Loss, theft or damage to property hired to **you** or confiscated by police, customs or other relevant authority.
- 4 Loss, theft or damage not reported whilst travelling overseas to the police or other relevant authority and a written statement obtained in confirmation.

- 5 The breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle in which they are being carried.
- 6 Mechanical breakdown or derangement.
- 7 Loss, theft or damage to business or professional goods, equipment or samples.
- 8 Loss, theft or damage to money, or **valuables** left **unattended** (including in a vehicle or the custody of scheduled transport service providers including airlines), unless in a locked safe, a locked hotel room, locked apartment, or locked holiday residence. **Valuables** and money are not insured if left in 'checked in' baggage.
- 9 Shortages due to error or omission, depreciation in value.
- 10 A **policy excess** which will apply to this section, please refer to 'General exclusions'.

#### Provided that

**You** must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply the **insurer** may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

- 1 **You** shall act at all times as if un-insured and shall exercise reasonable care for the safety and supervision of **your** property and in the event of loss, theft or damage hereunder **you** shall take all reasonable steps to recover any lost property.
- 2 The maximum the **insurer** will pay for any insured article shall be limited to **£300**, the value of a pair or set of articles shall be limited to **£300**, and the value of disc collections, including DVDs, electronic games and music discs shall be limited to **£200**. **You** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of **£100**. Where this is not done liability shall be limited to **£100**.
- 3 Loss, theft or damage whilst in the custody or control of a carrier, authority, transport company, garage or hotel must be reported in writing to them and written acknowledgement obtained.
- 4 There is a maximum limit of **£300** in total in respect of all **valuables**.
- 5 Payment for air tickets is limited to the original purchase price proportionately for each leg of the journey. Any loss, theft or damage of air tickets must be reported immediately to the issuing agent.

- 6 Claims for loss, theft or damage to spectacles or sunglasses are limited to **£150** per pair. No **policy excess** shall apply.

## Section G - Legal expenses

**You** can call our 24-hour legal helpline for advice on a travel related legal problem to do with **your** trip.

Phone: **UK +44 (0)20 8603 9804**

### Section specific definitions

#### Legal expenses:

- 1 Fees, expenses and other disbursements reasonably incurred (as determined by the **insurer's** legal counsel) by a **legal representative** in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused **your** bodily injury, death or illness.
- 2 Fees, expenses and other disbursements reasonably incurred (as determined by the **insurer's** legal counsel) by a **legal representative** in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.
- 3 Costs that **you** are legally liable for following an award of costs by any court or tribunal or an out-of-court settlement made in connection with any claim or legal proceedings.

#### Legal representative

A solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by the **insurer** to act on **your** behalf.

### WHAT YOU ARE COVERED FOR

#### Up to £50,000

If **you** suffer an incident that results in bodily injury, death or illness caused by a third party during the period of insurance, the **insurer** will indemnify **you** for **legal expenses** incurred in pursuit of a claim for damages or compensation against the third party up to **£50,000** for any one journey.

### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Section G

- 1 A **policy excess** will apply to this section, please refer to 'General exclusions'.
- 2 The **insurer** will not pay for anything mentioned in the General exclusions section.
- 3 The **insurer** will not pay any liability arising from:
  - a Any claim reported to the **insurer** more than 12 months after the beginning of the incident which led to the claim;
  - b **Legal expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **you**;

- 7 **Your** failure to comply with local authority advice when checking in **baggage** may result in a claim being reduced or declined.

- c **Legal expenses** incurred before receiving the **insurer's** prior written approval, unless such costs would have been incurred subsequently to the **insurer's** approval;
- d **Legal expenses** incurred in connection with any criminal or wilful act committed by **you**;
- e **Legal expenses** incurred for any claim or legal proceedings brought against:
  - i A travel agent, tour operator, carrier, **insurer** or their agent; or
  - ii The **insurer**, **you** or any company or person involved in arranging this policy;
- f Fines, compensation or other penalties imposed by a court or other authority;
- g **Legal expenses** incurred after **you** have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or **you** not accepting an offer from the **insurer** to settle a claim;
- h **Legal expenses** which the **insurer** considers to be unreasonable or excessive or unreasonably incurred (as determined by the **insurer's** legal counsel);
  - i Actions between individuals named on the booking invoice or validation certificate;
  - j **Legal expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

#### Provided that

- 1 Written consent must be obtained from the **insurer** prior to incurring **legal expenses**. This consent will be given if **you** can satisfy the **insurer** that:
  - a there are reasonable (as determined by the **insurer's** legal counsel) grounds for pursuing or defending the claim or legal proceedings; and
  - b it is reasonable (as determined by the **insurer's** legal counsel) for **legal expenses** to be provided in a particular case.The decision to grant consent will take into account the opinion of **your legal representative** as well as that of the **insurer's** own advisers. The **insurer** may request, at **your** own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, **your** costs in obtaining this opinion will be covered by this policy.

- 2 All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
- 3 If **you** are successful in any action, any **legal expenses** provided by the **insurer** will be reimbursed to the **insurer**.
- 4 The **insurer** may at their discretion assume control at any time of any claim or legal proceedings in **your** name for damages and or compensation from a third party.
- 5 The **insurer** may at their discretion offer to settle a claim with **you** instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party, and any such settlement will be full and final in respect to the claim.
- 6 The **insurer** may at their discretion offer to settle a counter-claim against **you** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

## Section H - Winter sports extension (Optional)

This section is only applicable if the appropriate premium has been paid and is shown on the booking invoice or validation certificate (as applicable).

### WHAT YOU ARE COVERED FOR

#### 1 Winter sports equipment - Up to £350

The **insurer** will pay up to the sum insured in respect of:

- a Loss, theft or breakage of **winter sports equipment** owned by **you**.
- b Loss, theft or breakage of **winter sports equipment** hired to and in **your** charge.

#### Note

There is a limit of **£250** for any single item, set or pair.

There is an overall limit of **£100** in respect of hired **winter sports equipment**. **You** will produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of **£100**. Where this is not done, the maximum payable shall be limited to **£100**.

Claims will in any event be settled on the basis of 20% depreciation each year for such items.

#### 2 Winter sports equipment hire - Up to £200

The **insurer** will pay up to the sum insured in respect of the cost of necessary hire of **winter sports equipment** following:

- a Loss, theft or breakage of **your winter sports equipment**.
- b The misdirection or delay in transit of an **your winter sports equipment**, subject to **you** being deprived of their use for not less than 12 hours.

#### 3 Ski pack - Up to £300

The **insurer** will pay up to the sum insured in respect of the proportionate value of any ski pass, hire or tuition fee necessarily unused due to the following:

- a **Your** accident or sickness;
- b Loss, theft or damage of ski pass.

#### 4 Piste closure - Up to £200

The **insurer** will pay up to **£20** for each 24 hour period that it is not possible to ski, up to the maximum sum insured, for additional transport costs incurred to reach an alternative resort caused by a lack of snow or avalanche at an Insured's pre-booked resort following the closure of skiing facilities.

#### 5 Avalanche closure - Up to £150

The **insurer** will pay up to the sum insured in respect of additional travel and accommodation expenses necessarily incurred in the event that the outward or return journey by public transport is delayed beyond the scheduled arrival time as a direct result of avalanche. Subject to a delay of not less than 12 hours having occurred.

#### Note

This winter sports extension is subject to the same conditions and exclusions as Section F Personal effects, other than the exclusion of hired **winter sports equipment**.

### WHAT YOU ARE NOT COVERED FOR

#### Exclusions applicable to Section H

The **insurer** shall not be liable for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1 Occurrences detailed above that do not occur during the period of insurance.
- 2 **You** participating in ski-racing, ski-jumping, ice hockey, or the use of bob sleighs or skeletons.
- 3 **Winter sports equipment** hire, Ski pack, Piste closure or Avalanche benefits above not supported by documentary evidence.
- 4 The loss, theft or damage of **winter sports equipment** over five years old.
- 5 Loss, theft or damage to **winter sports equipment** carried on a vehicle roof rack.
- 6 Loss of or damage to **winter sports equipment** whilst in use.
- 7 Piste closure outside the months that constitute the local regular ski season.
- 8 A **policy excess** which will apply to this section, please refer to 'General exclusions'.

#### Note

Winter sports activities using a recognised piste are only insured if the appropriate premium has been paid and is shown on the booking invoice or validation certificate (as applicable). Random 'off piste' winter sports activities will only be insured if, in addition to the requirement noted above, they are with a qualified instructor or in a group of not less than three persons in possession of working communications or portable telephones. There is no cover for winter sports activities against local authority advice.

## Geographical areas

### Area 1 - United Kingdom only

Whilst insurance is available for holidays in the United Kingdom (England, Scotland and Northern Ireland), Sections A1, A2, A3, A4 and A5 relating to Emergency medical expenses shall not apply.

### Area 2 - Europe

Europe means the continent of Europe west of the Ural Mountains, and includes the Isle of Man, the Channel Islands, Iceland, Jordan, Madeira, the Canary, Azores and Mediterranean Islands, as well as the countries bordering the Mediterranean.

### Area 3 - Worldwide excluding North America

North America means the USA, Canada

- a For any period of cover purchased Area 3 can include a 48 hour stop-over anywhere in the world for both outward and return travel.
- b If the period of cover purchased is two months or more Area 3 can be extended to include a maximum of 6 days/nights anywhere in the world.

### Area 4 - Worldwide including North America

Anywhere in the world.

## Sporting and adventurous activities

Subject to the exclusions of this policy, recreational, non-professional (amateur) and non-competitive activities are automatically covered, provided that they are outlined in a Mountain Kingdoms itinerary, brochure, trip note, website, or other Mountain Kingdoms promotional literature (as applicable), and are booked through or organised by Mountain Kingdoms and the appropriate premium paid.

#### Note

Section B Personal liability excludes claims relating to the ownership possession or use of vehicles, aircraft, hovercraft, watercraft, firearms and buildings.