

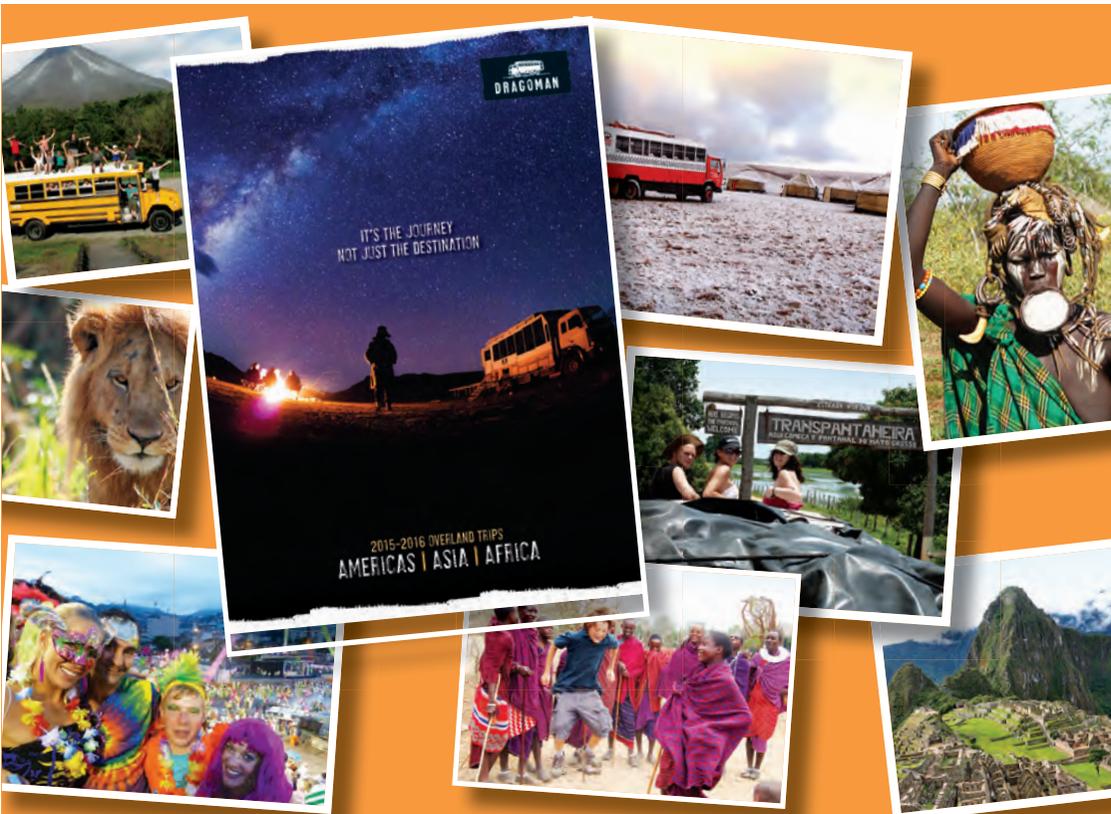


# WORLDWIDE TRAVEL INSURANCE

## Annual Multi Trip & Single Trip

SCHEME REFERENCE  
CIAM15DRAG

Please Ensure You Read This Document Carefully  
And Keep A Copy For Future Reference.  
Please Take Your Travel Insurance Documents  
With You When Travelling



## 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?

Dragoman Overseas Travel Limited, Camp Green, Debenham, Suffolk IP14 6LA 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 FCA's register by visiting the FCA's website [www.fca.gov.uk](http://www.fca.gov.uk) or by contacting them on +44 (0) 800 111 6768.

### Whose Products do we offer?

We only offer insurance which is underwritten by AmTrust Europe Limited. Registered Office: Market Square House, St James's Street, Nottingham NG1 6FG. Registered in England No: 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. These details can be checked on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk). Financial Services Register number 202189. Member of the Association of British Insurers.

### 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 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 of the Insurer being unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are:

Financial Services Compensation Scheme

Tel: 0800 678 1100 or 020 7741 4100

### Settlement Terms

We will be responsible for collecting payment for all new and renewal premiums and any alterations as soon as practicable but prior to inception or renewal 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. You may also request a new policy document at each renewal.

### Governing Law and Language

United Kingdom law 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 only the English Courts will have jurisdiction in any dispute; and
2. communication of and in connection with this Policy shall be in the English language.

### If AmTrust Europe Limited have to cancel your policy

If Insurers no longer wish to offer this Policy and need 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 Document.



## POLICY SUMMARY

This policy summary does not contain full details and conditions of your insurance – these are located in your Policy Document. This insurance is underwritten by AmTrust Europe Limited. Registered Office: Market Square House, St James's Street, Nottingham NG1 6FG.

### Eligibility

To be eligible for cover under this Policy, all Insured Persons must be under the age of 75 for single trips and under the age of 66 for annual multi trips at date of payment of insurance premium, unless agreed in writing. All Insured Persons must reside within a European country, (excluding Switzerland, Russia, Belarus, Montenegro and the Ukraine).

### Duty to take reasonable care not to make a misrepresentation:

Please take reasonable care to answer all our questions honestly and to the best of your knowledge. If you don't answer our questions correctly, your policy may be cancelled, or your claims rejected or not fully paid.

### Demands & 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 document. Subject to terms and conditions and maximum sums insured.

### Type of Insurance and Cover

Travel insurance for single trips or annual multi trips – Your Booking Invoice or Validation Certificate (as applicable) will show which cover you have selected.

**Annual Multi Trip Cover:** World-wide cover for an unlimited number of trips, of up to 70 days each trip. Winter Sports are automatically included up to 28 days within the policy year. Maximum age 65 at date of payment of insurance premium.

**Single Trip:** You are covered for a single trip to a specific region of the world as shown on your Booking Invoice or Validation Certificate (as applicable). Maximum age 74 at date of payment of insurance premium.

### Conditions

It is essential that you refer to the general conditions (please see 'Conditions' in the Policy Document).

Special conditions apply to Section E – Personal Effects and Section G – Winter Sports Extension (where your Booking Invoice or Validation Certificate (as applicable) shows you have this cover).

Failure to comply with these conditions may jeopardise your claim or cover. - Please refer to the Policy Document for full details.

## SPECIAL FEATURES AND BENEFITS

### Emergency and Medical Services

Medical assistance; air ambulance; medical escorts; road ambulance, return home and long haul repatriation in the event of death, injury or illness necessitating: hospitalisation; repatriation; alteration to travel plans or curtailment of travel.

Immediate contact must be made with the Medical Emergency Assistance Service who are available on + (44) (0) 20 3489 8909. If you are travelling to Australia and you require medical treatment you must enrol with a local Medicare office.

### Section A – Medical Expenses and Personal Liability:

Medical emergency repatriation and associated expenses incurred overseas up to £5,000,000.

Overseas emergency dental treatment to relieve pain and suffering up to £250.

The cost of transporting the remains of an Insured Person to their former place of residence up to £7,500 or funeral expenses abroad up to £1,000.

In Patient Benefit of £10 per day if you are confined to hospital overseas, to a maximum £200 per person. In the case of Criminal Injuries the benefit increases to £100 per day to a maximum £5,000.

Personal Liability for any compensation if you become legally liable to pay up to £2,000,000.

### Section B – Personal Accident:

£25,000 for loss of sight, loss of limb(s), £50,000 for permanent total disablement and £10,000 in the event of death -subject to age. Please refer to the Policy Document for important definitions and full details of the cover and sub limits.

### Section C – Cancellation or Curtailment:

In the event of necessary cancellation before, or curtailment during the insured trip due to: death; accidental bodily injury; illness; compulsory quarantine on the orders of a treating Medical Practitioner; redundancy; cancellation of leave for British Forces, Police or Government security staff, jury service or witness attendance in court of the Insured Person; the death or serious injury or illness of a Close Relative of the Insured Person or the person with whom you intend to reside; adverse weather conditions making it impossible to travel to the international departure point; any event in which the emergency services request your presence following major damage to or burglary from your home or place of work.

### The Insurer will pay:

Up to £5,000 in respect of Irrecoverable Payments and Charges (as defined) for cancellation prior to departure; or up to £5,000 in respect of either the proportion of unused, non-refundable tour costs, or the original value of unused, non-refundable air tickets.

### Section D – Travel Delay:

In the event of delayed departure for at least 12 hours from the specified departure time, or arrival at destination at least 12 hours later than specified, due to: strike; industrial action; Terrorism; adverse weather or breakdown the Insurer will pay £25 for each 12 hours delay up to a maximum £100 per Insured Person.

Where a delay of 12 hours or more causes you to cancel your whole travel itinerary prior to departure the Insurer will pay up to £1,500 per Insured Person in respect of Irrecoverable Payments and Charges (as defined).

The Insurer will pay £100 per day up to a maximum £3,000 per Insured Person in the event that you are detained by hi-jack of an aircraft.

If the failure of scheduled public transport services in your Home Country due to strike; industrial action; disruption; Terrorism; inclement weather, mechanical breakdown or accident of the vehicle you are travelling in causes you to arrive too late at the international point of departure in your Home Country, the Insurer will pay up to £300 per Insured Person in respect of additional travel and accommodation only expenses to enable you to reach your destination.

### Section E – Personal Effects:

Your Booking Invoice or Validation Certificate (as applicable) will show if this option is operative.

Accidental loss, theft or damage to Baggage (as defined), up to £2,000 in total (up to £250 per article, pair or set of articles, disc collections limited to £200, and up to £350 as a total in respect of all Valuables (as defined), claims for spectacles and sunglasses are limited to £100 per pair). Personal Money is covered up to £500.

Passports and Visas are insured up to £250 against the cost of emergency replacement.

Temporary loss of Baggage (as defined) for more than 24 hours is covered up to £100 per person deductible from the final claim if the loss is permanent.

Air tickets are covered to the original purchase price proportionately for each leg of the journey, including reasonable expenses incurred as a result of loss, to a maximum £1,000.

### Section F – Legal Expenses:

Up to £15,000 in respect of legal costs and expenses in pursuit of compensation and/or damages against a third party arising from the death or bodily injury to the Insured Person.

### Section G – Winter Sports Extension:

Loss theft or breakage of your own ski equipment is insured up to £350 per person, subject to a limit of £250 for any single item, set or pair.

Loss theft or breakage of hired ski equipment in your charge is insured up to £100 per Insured Person.

Up to £200 per Insured Person in respect of replacement ski hire following loss, theft or breakage, or misdirection or delay in transit of an Insured Person's skis preventing their use for not less than 12 hours.

Up to £300 per Insured Person in respect of the proportionate value of any ski pass, hire or tuition fee necessarily unused following accident or sickness of the Insured Person, or loss theft or damage of the ski pass.

Up to £20 per day per Insured Person to a maximum of £200 for additional transport costs to reach an alternative resort necessitated by a lack of snow or avalanche at your pre-booked resort following the closure of skiing facilities.

Up to £150 per Insured Person in respect of additional travel and accommodation expense necessarily incurred as a result of the outward or return journey by public transport being delayed for 12 or more hours beyond the scheduled arrival time.

### Significant or unusual Exclusions or Limitations

The standard excess is shown in your Policy Document. Any increased amount that we require you to pay will be shown on a Policy Endorsement that we have issued to you. Cover is not available to anyone aged 75 years for single trips or to anyone aged 66 years or more at the date of payment for annual multi trips or more at the date of payment of insurance premium unless agreed in writing. For Annual Multi trip travel insurance: trips within the United Kingdom must include at least 2 nights pre-booked accommodation.

### General Exclusions:

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 where you are actively engaged and/or where you have travelled or you remain contrary to Foreign & Commonwealth Office travel advice.

There are a number of activities, practices and winter sports that are excluded, please see 'General Exclusions' in the Policy Document. Some activities described can be included if an additional premium has been paid. Your Booking Invoice or Validation Certificate (as applicable) will show if you have chosen this option.

Wilful self inflicted injury, solvent abuse, the use of drugs and the effects of alcohol and sexually transmitted diseases.

Unlawful actions.

Stress or anxiety. Depression or any other mental or nervous disorder diagnosed before the Period of Insurance commenced or the trip is booked (whichever is the later), or not diagnosed by a hospital consultant specialising in the relevant field.

Your choosing not to take prescribed medication or other treatment.

Changes of Health where you do not follow the procedure outlined under the "Pre-existing Medical Conditions" section.

You will not be covered under Section A - Medical Expenses, Section B - Personal Accident or Section C - Cancellation and Curtailment in respect of any defined Pre-existing Medical Condition, or certain other Medical Conditions as detailed (please refer to General Exclusions in the Policy Document).

**Exclusions under Section A – Medical Expenses and Personal Liability:**

Medical Expenses excludes any claim relating to any Pre-existing Medical Condition; any expenses not verified by a medical report; or the cost of medical or surgical treatment later than 52 weeks from the date of accident or illness or elective cosmetic surgery.

Personal Liability excludes claims in the course of employment; the ownership possession or use of any aircraft, hovercraft, watercraft or mechanically propelled vehicles, the ownership or use of any land or building other than use of rented temporary accommodation; the ownership or use of any firearm.

**Exclusions under Section C – Cancellation or Curtailment:**

Any claim arising from a Pre-existing Medical Condition.

No cancellation cover is available more than 24 months prior to the trip departure date shown on your Booking Invoice or Validation Certificate (as applicable).

**Exclusions under Section D – Travel Delay:**

Any strike, industrial action, publicised at the time of effecting the insurance. The withdrawal of any aircraft, train or sea vessel on the recommendation of a Port Authority, the Civil Aviation Authority or similar body.

**Exclusions under Section E – Personal Effects and**

**Section G Winter Sports Extension:**

Unattended Valuables (as defined - including those in a vehicle) are uninsured unless in a locked safe, locked hotel room, locked apartment or locked holiday residence.

Business or professional goods, equipment or samples and any property hired to the Insured Person are excluded.

**Exclusions under Section F – Legal Expenses:**

Any costs incurred before obtaining the written consent of the Insurer.

Claims against travel agents or tour operators.

The Insurer shall have complete control of any legal proceedings and can exclude a claim if, in their opinion, they believe there is an insufficient prospect of success in obtaining a reasonable settlement.

**Exclusions under Section G – Winter Sports Extension:**

Loss, theft or damage of skis or ski poles over 5 years old is excluded.

There is no cover for skis or ski equipment carried on a vehicle roof rack or whilst in use.

**Duration**

Please refer to your Booking Invoice or Validation Certificate (as applicable) to confirm the policy duration of your selected cover.

**Cancellation Period**

You are free to cancel this policy at any time. If you wish to cancel within 14 days of receipt of the Policy Document, you may do so by calling or writing to us for a full refund providing you have not travelled and no incident has occurred or claim has been made. Thereafter you may cancel the policy at anytime, however no refund of premium is payable.

**Claim Notification**

To make a claim contact Claims Settlement Agencies Limited. (CSA), on Telephone: 01702 553 443.

Email: info@csal.co.uk or www.csal.co.uk

**Complaints Procedure**

Any complaint you may have in relation to how your Policy was sold, or to the customer service you have received, should in the first instance be addressed to Campbell Irvine Limited.

Any complaint you may have in relation to your Policy Document or to the handling of your claim should in the first instance be addressed to Claims Settlement Agencies Limited.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Document.

**Financial Services Compensation Scheme (FSCS)**

In the unlikely event of the Insurer being unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are:

Financial Services Compensation Scheme

Tel: 0800 678 1100 or 020 7741 4100 Website: www.fscs.org.uk

# POLICY DOCUMENT

Sums Insured	Per Person up to	Excess per person
<b>A Medical Expenses</b>	<b>£5,000,000</b>	<b>£70</b>
<b>In Patient Benefit</b>	<b>£200</b>	<b>Nil</b>
<b>Criminal Injuries Benefit</b>	<b>£5,000</b>	<b>Nil</b>
<b>Personal Liability</b>	<b>£2,000,000</b>	<b>Nil</b>
<b>B Personal Accident</b>	<b>£50,000</b>	<b>Nil</b>
<b>C Cancellation or Curtailment</b>	<b>£5,000</b>	<b>£70</b>
<b>D Delayed Departure or Arrival</b>	<b>£100</b>	<b>Nil</b>
<b>Cancellation due to</b>		
<b>Delayed Departure</b>	<b>£1,500</b>	<b>Nil</b>
<b>Hijack of Aircraft</b>	<b>£3,000</b>	<b>Nil</b>
<b>Interruption of Transport</b>	<b>£300</b>	<b>Nil</b>
<b>Delayed Tour Expenses</b>	<b>£150</b>	<b>Nil</b>
<b>E Personal Effects</b>	<b>£2,000</b>	<b>£70</b>
<b>Money</b>	<b>£500</b>	
<b>Tickets</b>	<b>£1,000</b>	
<b>Passport or Visas</b>	<b>£250</b>	
<b>Temporary Loss of Baggage</b>	<b>£100</b>	<b>Nil</b>
<b>F Legal Expenses</b>	<b>£15,000</b>	<b>£250</b>
<b>G Winter Sports Extension</b>	<b>Optional</b>	<b>£70</b>

**Please Note:** this is only a summary of the sums insured and **Policy Excess**, full details are contained within the benefit section of this Policy Document.

## PRE-EXISTING MEDICAL CONDITIONS

Cover is excluded for any defined **Pre-existing Medical Conditions**. If in doubt please call the medical screening helpline, in confidence on: **01702 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 (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist, or prescribed drugs/medication).

b) Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months, or prescribed drugs/medication.

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, you will not be covered for any claims arising directly or indirectly 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 disclosed to the medical screening helpline by that same **Close Relative** and additional cover agreed.

You should also refer to the General Exclusions of this Policy Document.

### Change of Health

If an **Insured Person's** health changes after the date this policy was purchased, including prior to booking any individual journey in respect of an Annual Multi Trip Policy, then you **MUST** contact the medical screening helpline immediately if:

- The **Insured Person** has reason to believe that their journey may need to be cancelled or curtailed, or they are aware of any other circumstance that could reasonably be expected to result in a claim on this Policy; or
- a doctor has advised them against travelling or they believe would do so if their advice was sought; or
- they have any **Medical Condition** for which they have received a terminal prognosis; or
- they have a renewable Annual Multi Trip Policy that expires before their date of departure.

Provided the journey was booked before the change of health occurred, you may have a valid cancellation claim if the **Insured Person** has to cancel their journey, or if the Insurer cannot provide the cover required.

If you have an Annual Multi Trip Policy and book a new journey without telling the medical screening helpline about any health changes noted above, the Insurer will not cover any claims directly or indirectly caused by, arising or resulting from, or in connection with this change of health.

If advised about an **Insured Person's** change of health, the Insurer will tell you if they can provide cover for any claim arising from this change of health, and if so, whether any additional premium is required, or any additional terms apply. If the Insurer agrees to cover any change in health, then they will confirm this in writing.

If you do not let the medical screening helpline know about any **Insured Person's** change in health, then you may not have the cover you need and it may invalidate your Policy or reduce the amount of any claim.

This Policy Document contains details of the Travel Insurance Scheme which is underwritten by AmTrust Europe Limited. Registered Office: Market Square House, St James's Street, Nottingham NG1 6FG. Registered in England No: 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. Member of the Association of British Insurers. If you are travelling to Cuba, the insurer for this policy is - SOLID Försäkringar, Box 22068, 250 22 Helsingborg, Sweden. Corp ID No 516401-8482. This policy is effected in England and is subject to the Laws of England and Wales. SOLID is a Swedish based insurance company regulated by Finansinspektionen, the Financial Supervisory Authority Sweden (Institute Number: 20090) and passported into the Financial Conduct Authority (Financial Services Firm Reference Number: 401229). These details can be checked on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

Cover applies to each **Insured Person** named on the Booking Invoice or Validation Certificate (as applicable). The cover and limits will apply to each **Insured Person** who has paid the appropriate premium.

IMPORTANT- Your insurance policy number is the same as your Booking Invoice or Validation Certificate (as applicable) number. Please note your insurance policy number prior to travel. Please ensure that you retain your original documents as you will need to submit them in the event of a claim arising.

## 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 C – Cancellation starts from the date stated on your Booking Invoice or Validation Certificate (as applicable) and ends when the **Insured Person** leaves their 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 the **Insured Person** leaves their normal residence or place of business to commence their trip.

All cover ends on the **Insured Persons** return home, within 24 hours of their return to their **Home Country**, or at the expiry of the Period of Insurance, whichever is first.

For One Way Travel, all cover ceases on arrival at final destination.

### Annual Multi Trip

Any one trip shall be limited to a maximum duration of 70 days. For any trip known to be exceeding the maximum duration, the entire period of travel including the first 70 days will not be insured.

Cover under Section C – Cancellation starts from either the date shown on your Booking Invoice or Validation Certificate (as applicable), or the booking date of each individual trip to which this insurance relates, whichever is the latter.

Cover under all other sections of the policy starts from date shown on your Booking Invoice or Validation Certificate (as applicable), or the time you leave your normal residence or place of business to commence your trip on the departure date of each individual trip to which this insurance relates, whichever is the latter.

Cover for each trip ends on the **Insured Persons** return home or within 24 hours of their return to their **Home Country**, whichever is first. All cover under the Policy ends on the expiry of the Period of Insurance as shown on your Booking Invoice or Validation Certificate (as applicable).

### **Automatic Trip Extension**

If the **Insured Person** is prevented from completing their 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 their control, including ill health or failure of public transport, this Insurance will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

In the event of an **Insured Person** being hijacked, cover shall continue whilst the **Insured Person** is subject to the control of the person(s) or their associates making the hijack during the Period of Insurance for a period not exceeding twelve months from the date of the hijack.

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

### **DEFINITIONS**

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Policy Document. For ease of reading the definitions are highlighted by the use of **bold** print and will start with a capital letter.

#### **Baggage**

Means luggage, clothing, personal effects, **Valuables** and other articles (but excluding personal money, tickets or documents of any kind) which belong to the **Insured Person** (or for which the **Insured Person** is legally responsible) which are worn, used or carried by the **Insured Person** during any insured trip.

#### **Close Relative**

Means 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**

Means a person in the same employ as you who's absence from work necessitates your presence.

#### **Home Country**

Means the country that the **Insured Person** normally resides in.

#### **Insured Person**

Means any person named on the Booking Invoice or Validation Certificate (as applicable).

#### **Irrecoverable Payments and Charges**

Means the cost of pre-paid tickets or bookings that are not refundable from the provider.

#### **Medical Condition**

Means any disease, illness or injury.

#### **Medical Practitioner**

Means a registered practising member of the medical profession who is not related to the **Insured Person** or any person with whom they are travelling.

#### **Policy Excess**

Under some sections of the policy an excess will apply to each claim, per section, for each separate incident payable per **Insured Person**. This means that each **Insured Person** will be responsible for paying the first part of the claim for each incident giving rise to a separate claim.

#### **Pre-existing Medical Condition**

Means

a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist, or prescribed drugs/medication).

b) Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel

depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months, or prescribed drugs/medication.

#### **Strike or Industrial Action**

Means 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**

Means 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**

Means a person that the **Insured Person** has arranged to undertake their journey with if it would be unreasonable to expect the **Insured Person** to continue their journey without that person.

#### **Unattended**

Means when the **Insured Person** is not in full view of and not in a position to prevent unauthorised interference with their property.

#### **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**

Means 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**

Means jewellery, watches, gold, precious stones and articles made of/or containing gold, silver or precious metals, photographic, TV, audio, CD's, MP3 Players, video, computer, GPS/navigation, electrical equipment, binoculars, optical equipment, telescopes and animal skins.

#### **Volunteering**

Means an **Insured Person's** participation 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 the **Insured Person's** usual occupation or involve the use of plant/trade/industrial machinery, or non domestic power tools.

### **CONDITIONS**

The **Insured Person** must comply with all the terms and conditions stated in this Policy Document, exercise reasonable care, and act as if uninsured at all times to have the full protection of their policy. If the **Insured Person** does 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. This Insurance 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.

2. The appropriate additional premium has been paid by any person aged 66 years or more at date of payment of insurance premium. This Insurance is not available to any person aged 75 years or more at the date of payment of insurance premium. Maximum for Annual Multi Trip 65 years.

3. That you 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.

4. The **Insured Person** and the Insurer are free to choose the law applicable to this Policy. As the Insurer is based in England, they propose to apply the laws of England and having read and understood the terms and conditions of this policy the **Insured Person** has agreed to this.

### Cooling Off Period

#### Statutory cancellation rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) and for Annual Multi-trip policies (the renewal date) by writing to 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 14 day Cooling Off Period

You may cancel this policy at any time after the statutory 14 day Cooling Off Period by writing to your issuing agent. If you cancel after the statutory 14 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.

### Fraudulent Claims

The **Insured Person** must not act in a fraudulent manner. If the **Insured Person** or anyone acting for them:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by the **Insured Person's** wilful act or with your connivance

Then:

- The Insurer shall not pay the claim
- The Insurer shall not pay any other claim which has been made or will be made under the policy.
- The Insurer may at their option declare the policy void.
- The Insurer shall be entitled to recover from the **Insured Person** the amount of any claim already paid under the policy.
- The Insurer shall not make any premium returns.
- The Insurer may inform the Police of the circumstances.

### Reciprocal Health Care

Should 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. Should you be 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.

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 the **Insured Person** 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).

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their:

- using an EHIC; or
  - taking advantage of a reciprocal health agreement with their **Home Country**; or
  - using their private medical insurance;
- at the point of treatment, then the Insurer will NOT deduct the **Policy Excess**.

### Duplicate Insurance

If at the time of loss, theft, damage, expense or liability insured by Sections A (except A.4.), C, D, E, F and G 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 the **Insured Person's** name for the Insurer's benefit against any other party.

### Claim Conditions

Documentation:

All certificates, information and evidence required by the Insurer shall be furnished at the expense of the **Insured Person** or his legal personal representatives and shall be in such form and of such nature as the Insurer may prescribe. The **Insured Person** shall as often as required submit to medical examination on behalf of the Insurer at their own expense and in the event of death of the **Insured Person** 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 & 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 their expense.

Paying Claims:

1. Death
  - A. If the **Insured Person** is 18 years old or over, claims are paid to their estate and the receipt given to the Insurer by their personal representatives shall be a full discharge of all liability by the Insurer in respect of the claim.
  - B. If the **Insured Person** is aged under 18 years, the Insurer shall pay any claim to their parent or legal guardian. Their 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 the **Insured Person** is 18 years old or over, the Insurer shall pay the claim to that **Insured Person** and their receipt shall be a full discharge of all liability by the Insurer in respect of the claim.
  - B. If the **Insured Person** is aged under 18 years, the Insurer shall pay the appropriate benefit amount to their parent or legal guardian for their benefit. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

## GENERAL EXCLUSIONS

### Policy Excesses – Applicable to most claims

The Insurer shall not pay:

- a) The first £70 of each and every claim, per incident claimed for under each Section by each **Insured Person**.
- b) The first £250 of each and every claim arising from the same incident under Sections A.4.2 rented accommodation (in respect of the use of rented temporary accommodation only) and F Legal Expenses.

No **Policy Excess** applies to Sections B - Personal Accident, C - Loss of deposit only, D - Travel Delay, E5 - Temporary loss of **Baggage** and G - Piste Closure only.

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

-using an EHIC; or

-taking advantage of a reciprocal health agreement with their **Home Country**; or

-using their private medical insurance;

at the point of treatment, then the Insurer will NOT deduct the **Policy Excess**.

The **Insured Person** will not be covered under Section A – Medical Expenses, Section B – Personal Accident or Section C - Cancellation or Curtailment for any claim directly or indirectly caused by, arising or resulting from, or in connection with either;

A) At the time of taking out this policy:

i) Any **Pre-existing Medical Condition** unless you have contacted the medical screening helpline on 01702 427 237 and the Insurer has agreed to provide cover and you have paid the additional premium required.

ii) Any **Medical Condition** that the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** has received a terminal prognosis.

iii) Any **Medical Condition** the **Insured Person** is aware of but which has not had a formal diagnosis.

iv) Any **Medical Condition** for which the **Insured Person** 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

B) After the date this policy was purchased including prior to booking any individual journey in respect of an Annual Multi Trip Policy:

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 '**Pre-Existing Medical Conditions**' section on has not been followed.

C) At any time:

i) Any **Medical Condition** the **Insured Person** has in respect of which a **Medical Practitioner** has advised them not to travel or would have done so had they sought his/her advice.

ii) 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).

iii) Any **Medical Condition** for which the **Insured Person** 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 **Medical Practitioner**.

iv) Pregnancy when you are expected to give birth within two months of the return date of your trip;

v) Participating in any activity where the **Insured Person** has been advised against doing so by a **Medical Practitioner**.

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; pot-holing; motorised competitions or races; sports tours; or travelling by motorcycle, unless in respect of motorcycles up to 125 cc hired or borrowed during the Period of Insurance, and the **Insured Persons** are wearing crash helmets; unless referred to and accepted in writing on behalf of the Insurer.

(ii) Any activity in the air (other than as a passenger in a fully-licensed passenger-carrying-aircraft, bungee jumping or parasailing) unless referred to and accepted in writing on behalf of the Insurer;

(iii) Winter Sports, Involving ski racing, ski jumping, freestyle wintersports, ice hockey or the use of bobsleighs or skeletons.

(b) Any activity where **Insured Persons** do not wear the recommended/recognized safety equipment, or do not follow the safety procedures, rules or regulations of the activity's organisers/providers; or

(c) Any unusually hazardous activity or extreme sport that has not been booked through or organised by Dragoman including but not limited to scrambling; canyoning/kloofing; quad-biking; 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.

(d) Wilful exposure to needless danger (other than in an attempt to save human life); or

(e) Air travel within 24 hours of scuba diving.

NOTE: Exclusions 1.(a), (b) and (c) are not applicable to cancellation claims under Section C.

NOTE: Please see Sporting and Hazardous Activities.

2.(a) Any form of stress or anxiety; or

(b) Depression or any other mental or nervous disorder that was diagnosed before the Period of Insurance commenced, or before your trip was booked (whichever is later). Mental disorders diagnosed at any other time are also excluded unless investigated and diagnosed by a hospital consultant specialising in the relevant field.

(c) any **Pre-Existing Medical Condition** not declared to and accepted by the Medical Screening Helpline in writing.

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. The **Insured Person's** participation in any criminal or illegal acts.

5. 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** where you are actively engaged and/or where you have travelled and/or you remain contrary to Foreign & Commonwealth Office travel advice.

6.(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.

7.(a) Unless the Insurer provides cover under this insurance, any other loss, damage or additional expenses following on from the event for which the **Insured Person** is 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 inpatient).

8. Any **Insured Person's** travel 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 all, or all but essential travel, unless agreed by or on behalf of the Insurer.

9. Any search and rescue costs 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 does not include medical evacuation costs by the most appropriate transport.

10. Private medical treatment unless authorised by the Medical Emergency Assistance Service.

11. Any exposure to the **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**.

12. Sonic or pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

13. Any circumstances the **Insured Person** is aware of that could reasonably be expected to give rise to a claim on this policy unless the **Insured Person** has been given the Insurer's written agreement.

14. The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

## SECTION A. MEDICAL EXPENSES & PERSONAL LIABILITY

### 1. Medical Emergency, Repatriation and Associated Expenses. Up to £5,000,000

Should an **Insured Person** suffer accidental bodily injury or become ill (including compulsory quarantine on the orders of a treating **Medical Practitioner**) the Insurer will pay:

i) normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside the **Insured Person's 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). The Insurer reserves the right to repatriate the **Insured Person** to their **Home Country** when in the opinion of the Medical Emergency Assistance Service the **Insured Person** is fit to travel.

ii) reasonable additional accommodation and repatriation expenses incurred by an **Insured Person** and any one member of the family or party who has to remain or travel with the injured, ill or hijacked **Insured Person**, certified by a **Medical Practitioner** to be strictly necessary on medical grounds, and approved by the Medical Emergency Assistance Service.

iii) 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.

iv) the cost of transporting the remains of an **Insured Person** to their former **Home Country** up to £7,500 or funeral expenses incurred abroad up to £1,000.

### 2. In Patient Benefit. Up to £200

In addition to the costs referred to above, the Insurer will also pay the sum of £10 compensation for each complete day, up to £200, that the **Insured Person** is confined to hospital outside their **Home Country**.

### 3. Criminal Injuries. Up to £5,000

Should an **Insured Person** 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 A2 above is increased to £100 per complete day, up to £5,000, that the **Insured Person** is confined to hospital outside of their **Home Country**.

### EXCLUSIONS APPLICABLE TO SECTION A1, A2 and A3

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 the additional premium required.
3. the cost of medical or surgical treatment of any kind received by the **Insured Person** later than 52 weeks from the date of the accident or commencement of the illness.
4. medical expenses incurred in an **Insured Person's Home Country**.
5. a claim that is not verified by a medical report whilst travelling.
6. elective or cosmetic surgery unless deemed medically necessary and agreed by 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 reasonably be delayed until the **Insured Person's** return to their **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 an **Insured Person** is taking before and which they will have to continue taking during their trip (except in the event of accidental loss or damage to that medication).

### 4. Personal Liability.

#### Up to £2,000,000

The Insurer will pay up to £2,000,000 (inclusive of legal costs and expenses) if the **Insured Person** becomes 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 material property (property that is both material and tangible); arising during the Period of Insurance, the Insurer will indemnify the **Insured Person** for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause.

#### Specific Exclusions applicable to the Personal Liability Section:

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.
3. The Insurer will not pay any liability for:
  - a) bodily injury, illness or disease of any person who is an **Insured Person's Close Relative, Travelling Companion**, or under a contract of employment, service or apprenticeship with an **Insured Person** when the bodily injury, illness or disease arises out of and in the course of their employment with an **Insured Person**;
  - b) loss or damage to property belonging to or held in trust by or in the custody or control of an **Insured Person** other than temporary accommodation occupied by an **Insured Person** during the Period of Insurance;
  - c) bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by an **Insured Person** or on behalf of an **Insured Person** of:  
aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);
  - 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 an **Insured Person** or any person authorised by an **Insured Person**;
  - 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 an **Insured Person** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
  - h) punitive or exemplary damages.

#### Specific Conditions applicable to the Personal Liability Section:

1. The **Insured Person** or their legal representatives will give the Insurer written notice immediately if the **Insured Person** has received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
2. No admission, offer, promise, payment or indemnity shall be made by or on behalf of the **Insured Person** without the Insurer's prior written consent.
3. Every claim notice, letter, writ or process or other document served on an **Insured Person** shall be forwarded to the Insurer immediately upon receipt.
4. The Insurer shall be entitled to take over and conduct in the **Insured Person's** name the defence or settlement of any claim or to prosecute in the **Insured Person's** 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 the **Insured Person** in connection with any claim or series of claims up to £2,000,000 (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 ACCIDENT.

### Up to £50,000

In the event of the **Insured Person** 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 his/her death or disablement within twelve calendar months of the injury, the Insurer hereby agrees to pay the following Sums Insured:

1. Death, or	£10,000
2. <b>Loss of Sight</b> of One or Both eyes, or	£25,000
3. <b>Loss of One or More Limbs</b> , or	£25,000
4. <b>Permanent Total Disablement</b>	£50,000

Provided that:

A) the benefit payable under (1) above is reduced to £1,000 if the **Insured Person** is 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 £50,000.

### 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:

- in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- 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 the **Insured Person** will never recover and which prevents them from carrying out any gainful occupation for which they are reasonably qualified by way of training, education or experience.

### Special Condition

If an **Insured Person** was 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:

- the disability after the bodily injury; and
- the extent to which the disability is affected by the disability or condition before the Accident.

## SECTION C. CANCELLATION or CURTAILMENT.

### Up to £5,000

Unless the appropriate additional top up premium has been paid and is shown on your Booking Invoice or Validation Certificate (as applicable).

Should an **Insured Person** necessarily have to cancel the projected journey before commencement or curtail it by returning to their **Home Country** before completion, as a result of:

- the death, accidental bodily injury, illness, compulsory quarantine on the orders of a treating **Medical Practitioner**, 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 an **Insured Person** or insured **Travelling Companion**.
- the death, serious injury or illness of
  - a **Close Relative**, or
  - the person with whom the **Insured Person** intends to reside at the holiday or journey destination, or

- a **Dependent Business Partner**, of the **Insured Person** or insured **Travelling Companion** which necessitates the presence of the person concerned.

iii) Hijack.

iv) adverse weather conditions making it impossible for an **Insured Person** to travel to initial point of departure at commencement of outward journey.

v) major damage or burglary at the **Insured Person's** home or place of business which at the request of an emergency service requires their presence.

The Insurer will pay either:

a) for Cancellation prior to departure; any **Irrecoverable Payments and Charges** (whether paid or contracted to be paid) for travel, accommodation, tours or excursions up to the Sum Insured, for any of the above reasons.

b) for Curtailment after initial departure; a pro-rata proportion of non-refundable unused inclusive tour costs, or alternatively the original value of non-refundable unused air tickets up to £5,000 for any of the above reasons.

Your claim will be based on the number of complete days not used. Where return to a person's **Home Country** is necessary in an emergency situation they should contact the Medical Emergency Assistance Service who may be able to assist in having existing air tickets amended.

### EXCLUSIONS APPLICABLE TO SECTION C.

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

- travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
- a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the 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**.
- the unused portions of the **Insured Person's** ticket, where repatriation has been arranged at the expense of the Insurer.
- the **Insured Person** having to cut short their trip but not returning to their **Home Country**, in which case the Insurer will only pay the equivalent costs which the **Insured Person** would have incurred had they returned to their **Home Country**.
- the **Insured Person** being unable to continue with their travel due to their failure to obtain the passport or visa they require for their trip.
- a disinclination to travel or any other adverse financial situation (except redundancy that qualifies for payment under current redundancy legislation).

## SECTION D. TRAVEL DELAY

### 1. Delayed Departure or Arrival

a) If the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 12 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 12 hours later than the time specified in the travel itinerary, due to **Strike or Industrial Action**, disruption, **Terrorism**, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The Insurer will pay £25 for each complete 12 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary up to £100.

b) If the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 12 hours from the departure time specified in the travel itinerary due to **Strike or Industrial Action, Terrorism**, adverse weather conditions or mechanical breakdown of the aircraft, train or

sea vessel, and as a direct result, the **Insured Person** elects 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 £1,500.

## 2. Hi-Jack of Aircraft

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

## 3. Failure of Transport Connections in your Home Country

If the **Insured Person** arrives at the point of international departure in their **Home Country** too late to commence the booked travel as the result of failure of scheduled public transport services in their **Home Country** due to inclement weather, **Strike or Industrial Action, Terrorism**, disruption, or mechanical breakdown, or as a result of an accident to the motor vehicle in which the **Insured Person** is travelling to the point of departure, the Insurer will pay up to £300 for additional travel and accommodation only expenses necessarily incurred by the **Insured Person** in order to reach the booked destination.

## 4. Delayed Tour Expenses

The Insurer shall pay up to £150 for necessary additional transport charges incurred to join a pre-booked tour if, as a result of the aircraft in which the **Insured Person** has arranged to travel on the outbound flight is delayed for at least 12 hours from the departure time specified in the travel itinerary.

## EXCLUSIONS APPLICABLE TO SECTION D.

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**, 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.

## SECTION E. PERSONAL EFFECTS

Unless otherwise shown on your Booking Invoice or Validation Certificate (as applicable), 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 Monies. Up to £500.** 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. **Temporary Loss of Baggage up to £100.** If **Baggage** is temporarily lost for more than 24 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities the Insurer will pay the **Insured Person** up to £100 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 latter.

## CONDITIONS APPLICABLE TO SECTIONS E & G

The **Insured Person** must comply with the following conditions to have the full protection of their policy. If the **Insured Person** does 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. The **Insured Person** shall act at all times as if un-insured and shall exercise reasonable care for the safety and supervision of their property and in the event of loss, theft or damage hereunder the **Insured Person** 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 £250, the value of a pair or set of articles shall be limited to £250, and the value of disc collections, including DVDs, electronic games and music discs shall be limited to £200. The **Insured Person** 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 £350 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 £100 per pair.
7. The **Insured Person's** failure to comply with local authority advice when checking in **Baggage** may result in a claim being reduced or declined.

## EXCLUSIONS APPLICABLE TO SECTION E and G.

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.
3. loss, theft or damage to property hired to the **Insured Person** 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 articles and the consequence thereof unless caused by fire or accident to a means of conveyance. For example your clothes or camera being damaged by spillage.
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.

## SECTION F. LEGAL EXPENSES

### Up to £15,000

If the **Insured Person** suffers an incident that results in bodily injury, death or illness caused by a third party during the Period of Insurance, the Insurer will indemnify the **Insured Person** for **Legal Expenses** incurred in pursuit of a claim for damages or compensation against the third party up to £15,000 for any one journey.

#### Specific Definitions applicable to the Legal Expenses Section:

**Legal Expenses** shall mean:

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 the **Insured Person's** 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 the **Insured Person** is 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** shall mean:

a solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by the Insurer to act on the **Insured Person's** behalf.

#### Specific Exclusions applicable to the Legal Expenses Section:

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.
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 an **Insured Person**;
  - 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 an **Insured Person**;
  - 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, the **Insured Person** 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 the **Insured Person** has 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 the **Insured Person** 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.

#### Specific Conditions applicable to the Legal Expenses Section:

1. Written consent must be obtained from the Insurer prior to incurring **Legal Expenses**. This consent will be given if the **Insured Person** 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 the **Insured Person's Legal Representative** as well as that of the Insurer's own advisers. The Insurer may request, at the **Insured Person's** own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, the **Insured Person's** 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 the **Insured Person** is 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 the **Insured Person's** name for damages and or compensation from a third party.
5. The Insurer may at their discretion offer to settle a claim with the **Insured Person** 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 the **Insured Person** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

## SECTION G. WINTER SPORTS EXTENSION

### Ski Equipment up to £350

The Insurer will pay up to the Sum Insured in respect of:

- a) Loss, theft or breakage of skis and ski equipment owned by the **Insured Person**.
- b) Loss, theft or breakage of skis and ski equipment hired to and in the charge of the **Insured Person**. There is a limit of £250 for any single item, set or pair and an overall limit of £100 in respect of hired equipment. The **Insured Person** 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.

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

### Ski Hire up to £200

The Insurer will pay up to the Sum Insured in respect of the cost of necessary hire of skis following:-

- a) Loss, theft or breakage of an **Insured Person's** skis.
- b) The misdirection or delay in transit of an **Insured Person's** skis, subject to the **Insured Person** being deprived of their use for not less than 12 hours.

### 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) Accident or sickness of an **Insured Person**.
- b) Loss, theft or damage of ski pass.

### 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 Person's** pre-booked resort following the closure of skiing facilities.

### 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 E Personal Effects, other than the exclusion of hired equipment. Skis and Ski equipment includes snow boards and snow board equipment.

#### **EXCLUSIONS APPLICABLE TO SECTION G.**

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. the **Insured Person** participating in ski-racing, ski-jumping, ice hockey, freestyle winter sports or the use of bob sleighs or skeletons.
3. the Ski Hire, Ski Pack, Piste Closure or Avalanche benefits above not supported by documentary evidence.
4. the loss, theft or damage of skis or ski poles over five years old.
5. loss, theft or damage to skis or ski equipment carried on a vehicle roof rack.
6. loss of or damage to skis or ski equipment whilst in use.
7. Piste Closure outside the months that constitute the local regular ski season.

## **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 document (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 document you find it does not meet all of your requirements, please refer to the relevant cooling off/policy cancellation section.

#### **Third Party Rights**

You and the Insurer have agreed that it is not intended for any other party who is not a party to this contract to have the right to enforce the terms of this contract.

#### **Contract**

This Policy Document, the Booking Invoice or Validation Certificate (as applicable) and any information provided in your application will be read together as one contract.

## **SPORTING and HAZARDOUS ACTIVITIES**

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

#### **PLEASE NOTE:**

You must always refer to the General Exclusions and the relevant exclusions under each section of this Policy Document, which continue to apply. Please specifically note the exclusion under Section A.4. Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms and buildings.

## **ANNUAL MULTI TRIP TRAVEL INSURANCE**

Where this Insurance is being issued as an Annual Multi Trip Travel Policy and the appropriate premium has been paid and is shown on the booking invoice or validation certificate, it is agreed by the Insurer to cover all trips made by the **Insured Person(s)**:

- a) to destinations outside of their **Home Country**, anywhere in the World.
- b) within their **Home Country** if such trip includes at least two nights pre-booked accommodation.

Subject to the following:

- 1) The maximum duration of any one trip shall not exceed 70 days. Any trip which at the commencement of the insurance is known to be longer than the maximum duration of any one trip, is not insured for any part of such trip.
- 2) Each trip shall be deemed to be a separate insurance subject to the terms, conditions, limitations and exclusions contained herein.
- 3) Children are not insured unless named on the policy and reside permanently with a parent who is the principle **Insured Person**. Children are deemed to be 18 years or less at the date of payment of insurance premium.
- 4) Cover is automatically granted under the insurance for WINTER SPORTS up to a total of 28 days in all during the period of this insurance.
- 5) Annual Multi Trip Travel Insurance is not available for any person aged 66 years or more at the date of payment of insurance premium.

#### **Insured Person, Spouse or Partner**

Annual Multi Trip Insurance rates are available either for two adults on their own, or with their children. Reference is made to an **Insured Person** or their spouse or partner. Two adults, either of differing sex or the same sex, who are married or who have been permanently residing together for at least six months, qualify under our Travel Insurance Policies for those rates.

## **GEOGRAPHICAL AREAS**

#### **Area 1: 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 2: WORLDWIDE**

All Other Countries

#### **United Kingdom Only:**

Whilst insurance is available for holidays in the United Kingdom, Section A. Medical Expenses and Personal Liability. 1. Medical and Associated Expenses, 2. In Patient Benefit and 3. Criminal Injuries Benefit shall be inoperative.

## 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: Campbell Irvine Limited, 52 Earls Court Road, Kensington, London W8 6EJ  
Telephone 020 7938 1734.

The **Insured Person** and the Insurer are free to choose the law applicable to this Policy. As the Insurer is based in England, they propose to apply the laws of England and having read and understood the terms and conditions of this policy the **Insured Person** has agreed to this.

## COMPLAINTS PROCEDURE

If you have a complaint in relation to your Policy Document or to the handling of your claim, please contact:

Claims Settlement Agencies Limited  
308-314 London Road, Hadleigh, Essex SS7 2DD  
Tel: +44 (0) 1702 553 443

Email: [info@csal.co.uk](mailto:info@csal.co.uk) If you have a complaint in relation to how your Policy was sold, or to the customer service you have received, please contact:

The General Manager  
Campbell Irvine Ltd, 52 Earls Court Road, Kensington, London W8 6EJ  
Telephone 020 7938 1734

The existence of this complaint procedure does not reduce your statutory rights relating to this Policy. For further information about your statutory rights contact the Office of Fair Trading or Citizens Advice Bureau.

### Beyond Your insurer:

If we have given you our final response and you are still dissatisfied you may refer your case to the Financial Ombudsman Service (Ombudsman). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:  
Insurance Division, Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square, London E14 9SR.

Telephone: 0300 123 9123 (freephone number for mobile users)  
or 0800 023 4567 (freephonenumbers for a landline).  
E mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Referral to the FOS will not affect your right to take legal action against us.

### Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme.

Compensation under the scheme for:

Insurance advising and arranging is covered for 90% of the claim, without an upper limit.

Full details are available at [www.FSCS.org.uk](http://www.FSCS.org.uk)

## MEDICAL EMERGENCIES

IMMEDIATE CONTACT MUST BE MADE with the Medical Emergency Assistance Service in the event of death, injury or illness necessitating any of the following:

- (i) HOSPITALISATION
- (ii) REPATRIATION
- (iii) ALTERATION TO TRAVEL PLANS
- (iv) CURTAILMENT OF TRAVEL

**TEL: +(44) (0) 20 3489 8909**

Please quote scheme reference: **CIAM15DRAG**

Please note; the **Insured Person's** failure to contact the Medical Emergency Assistance Service may result in their claim being reduced or declined. Be prepared to give your:

- (a) booking invoice or validation certificate number.
- (b) name and address of agent or tour operator from whom insurance was purchased.
- (c) dates of outward and return travel (tickets/itinerary).
- (d) details of problem including name and address of patient and nature of illness/accident.
- (e) name and telephone number of hospital and attending doctor.
- (f) details of usual GP.

Please note, should you require medical treatment in Australia you **MUST** enroll with MEDICARE. Full details are shown in this policy document.

## HOW TO MAKE A CLAIM

### Claims Procedure

Notice must be given within **45 days** of the date of occurrence of any claim under this Insurance. To notify a claim and request a claims form please contact the claims handlers: **[www.csal.co.uk](http://www.csal.co.uk)**

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

Tel: **01702 553 443**  
Email: [info@csal.co.uk](mailto:info@csal.co.uk)

## DATA PROTECTION

To set up and administer your policy we will hold and use information about you supplied by you and by medical providers. We may send it in confidence for processing to other companies acting on our instructions including those located outside the European Economic Area. Please note insurers exchange information with various databases to help check the information provided and prevent fraudulent claims.