

Sunshine Destinations

PREMIER TRAVEL INSURANCE POLICY

Please write your booking reference in this box:

YOUR SCHEDULE OF BENEFITS DETAILS THE SECTIONS OF THIS DOCUMENT UNDER WHICH YOU ARE COVERED

THIS IS TO CERTIFY that the Insurer, in consideration of the premium specified on **your certificate** of insurance or booking invoice, agrees to indemnify the Insured person(s) specified on the **certificate** of insurance or booking invoice in respect of the covers listed in the Schedule of Benefits.

This Travel Insurance is arranged by Acumus Insurance Solutions Limited and underwritten by White Horse Insurance Ireland Limited.

White Horse Insurance Ireland Limited are an EU regulated insurance company established in Ireland, and licensed by the Irish Financial Services Regulatory Authority. Registered office: 14 Clyde Road, Ballsbridge, Dublin 4. Acumus Insurance Solutions Limited. Registered Address: 10 King William Street, London EC4N 7TW. Registered in England No. 3487744. Acumus Insurance Solutions Limited are authorised and regulated by the Financial Services Authority. Firm No 309647.

This document only constitutes a valid insurance policy when it is issued in conjunction with a valid certificate of insurance or booking invoice between 01.01.2007 and 31.12.2007. All single trip policies must commence before 30.06.2009 and all annual policies must commence before 31.12.2008

SCHEDULE OF BENEFITS

Description	£ Cover (per insured)	£ Excess
LOW DEPOSIT CANCELLATION INSURANCE COVER – SCHEDULE OF BENEFITS		
A1 Low deposit cancellation cover	Up to £140	N/A
HOLIDAY TRAVEL INSURANCE – SCHEDULE OF BENEFITS		
A2 Cancellation & Curtailment	Up to £3,000	£100 (£25 LOD)
B Medical Expenses (This section includes emergency assistance services)	Up to £5,000,000	£100
C Hospital Benefit	£20 per day up to £600	N/A
D Personal Effects & Baggage	Up to £1,500	£50
Single Item Limit	£150	
Valuables Limit in total	£250	
Travel Documents	£500	£40
Delayed Baggage	£100	N/A
E Personal Money	Up to £500	N/A
Cash Limit	£150	
Cash Limit (aged under 18)	£50	
F1 Travel Delay	£20 for the first 12 hour period then £10 per 12 hours up to £100	N/A
F2 Holiday Abandonment	Up to £3,000	£50
G Missed Departure	Up to £1,000	£50
H Personal Accident	Max.Benefit £15,000	
Loss of Limbs or Sight (aged 64 and under)	£15,000	
Permanent Total Disablement	£15,000	
Death Benefit (aged 18 - 64)	£15,000	N/A
Death Benefit (under 18 or aged 65-69)	£1,000	
I Personal Liability	Up to £2,000,000	£250
J Legal Expenses	Up to £25,000	£250
K Golf Equipment		
Owned	Up to £1,000	£50
Single Item Limit - owned	£100	
L Golf Equipment Hire	Up to £200	£50
M Lost Green Fees	Up to £300	£50
WINTERSPORTS COVER (available upon payment of additional premium)		
N Ski Equipment		
Owned	Up to £750	
Single Item Limit - owned	£300	£50
Hired	Up to £250	
O Ski Hire	£10 per day up to £100	N/A
P Ski Pack	Up to £250	N/A
Q Piste Closure	£20 per day up to £200	N/A
R Avalanche Closure	Up to £250	£50


TERRITORIAL LIMITS

Area 2	The Continent of Europe west of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands and non-European countries bordering the Mediterranean (excluding Algeria, Israel, Lebanon and Libya.)
Area 4	Worldwide, including USA and Canada.

United Kingdom Residents

If you habitually reside in the UK this document constitutes an evidence of insurance confirming that those persons who have paid the appropriate premium are insured under Master Certificate Number WHIIL/TCITDIR/01/2007 issued to XL.com, Excel Holidays and Travel City Direct.

SIGNED for the Insurer



Steve Tighe
General Manager
White Horse Insurance Ireland Limited

READ ME FIRST

The **Insurer** hereby draws **your** attention to some important features of **your** travel insurance **policy**. If **you** would like more information, please contact the issuing agent, particularly if **you** feel the insurance may not meet **Your** needs.

HEALTH CONDITIONS

Your policy excludes any claim directly or indirectly related to a pre-existing heart, circulatory, lung, kidney, cancerous or chronic medical condition suffered by **you** or any person on whom the **trip** depends. Should **you** be aware of any condition which fits this criteria, **you** should read this **policy** carefully and follow the medical screening process contained on page 2.

RECIPROCAL HEALTH AGREEMENT / EHIC

Travellers to European Union countries should obtain Form EHIC from their Local Health Board (ROI) or Post Office (UK). This will entitle them to benefit from the reciprocal health agreements which exist between certain European Countries. In the event of a claim being accepted for medical expenses which has been reduced by the use of a Form EHIC, or Private Health Insurance, the deduction of the **excess** under Section B will not apply.

PROPERTY CLAIMS

These claims are paid based on the value of goods at the time **you** lose them and not on a 'new for old' or replacement cost basis. Wear, tear and depreciation will be deducted. Certain items of personal property are not covered. Police reports are required for all losses involving theft and other losses require alternative appropriate reports, such as an Airline Property Irregularity Report, a Hotel Managers report, etc.

POLICY DOCUMENT

You should read this document carefully. It gives **you** full details of what is and is not covered and the conditions of the cover. Cover will vary from **policy** to **policy** and **Insurer** to **Insurer**.

CONDITIONS, EXCLUSIONS AND WARRANTIES

Conditions and exclusions will apply to individual sections of **your policy**, while general exclusions and general conditions will apply to the whole of **your policy**. It is a condition of this **policy** that all material facts must be disclosed to the **Insurer** at the time of taking out this insurance. Failure to do so may result in the **Insurer's** non-liability for claims.

DATE RECOGNITION FAILURE

There is limited cover under the **policy** for claims arising from the failure of computers and other data processing systems to correctly recognise the year as it's true calendar date. The exact extent of this exclusion can be ascertained by reading exclusion 1 on page 6.

DANGEROUS SPORTS OR PASTIMES

You are only covered when participating in any of the **acceptable sports & leisure activities** listed on page 2 of this **policy**. There is no cover for any other activity, which is not shown within this list.

PERSONAL LIABILITY

There is no cover for Personal Liability claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any mechanically propelled vehicle, conveyance, aircraft or watercraft.

POLICY LIMITS

All sections of **your policy** have limits on the amount the **Insurer** will pay under that section. There are also specific limits under the Personal Effects and Baggage section for: **single items; valuables;** items for which an original receipt, proof of purchase or an insurance valuation (obtained prior to loss) is not supplied; loss, theft or damage occurring on a beach or in or around a swimming pool.

POLICY EXCESSES

Under most sections of the **policy**, claims will be subject to an **excess**. The **excess** will be applied per person, per section and per incident under which a claim is made. This means that **you** will be responsible for the first part of the claim. The amount **you** have to pay is the **excess**.

REASONABLE CARE / UNATTENDED PROPERTY

You must exercise reasonable care to prevent illness, injury or loss or damage to **your** property, as if uninsured. There is no cover for property left unattended in a place to which the general public has access. There is no cover for loss of money which was not carried on **your** person unless placed in a safety deposit box or similar locked, fixed receptacle.

COOLING OFF PERIOD

We hope **you** are happy with the cover this **policy** provides. However, if after reading this **policy**, this insurance does not meet with **your** requirements, please contact **us** within 14 fourteen days of issue, and providing a claim does not exist and travel has not taken place, **we** will refund **your** premium. **You** can contact **us** as follows, depending on how **you** purchased **your** travel insurance **policy**:

- If **you** purchased **your** travel insurance **policy** via the travel insurance web site – please contact **us** by email. The email address is sunshineenquiry@acumus.com
- If **you** purchased **your** travel insurance **policy** during the initial flight process then **you** should send **your** refund request by email to flights@sunshinecover.com.
- If **you** purchased **your** travel insurance **policy** during the initial holiday reservation process then **you** should send **your** refund request by email to holidays@sunshinecover.com.

Please ensure **you** quote the booking reference & flight/holiday details, full contact address for the booking and the names & **policy** numbers of those passengers who wish to cancel within **your** written request.

AGE LIMITS

There are age limits under the **policy**. Please refer to the **Policy** Periods section on page 2.

RESIDENCY

To be eligible for this insurance **policy**, **you** must be a UK or Channel Islands **resident** at the time of taking out this **policy**. Please refer to the definition of a **resident** on page 3.

GOVERNING LAW

Your policy is governed by English law, unless **you** and the **Insurer** have agreed otherwise.

COMPLAINTS PROCEDURE

If **you** have any cause for complaint regarding this insurance, please refer to the Complaints Procedure on page 7.

PRE-EXISTING MEDICAL CONDITIONS

1. Have **you**, anyone travelling with **you** or any other person upon whose health the **trip** depends, ever received treatment for:
 - a. A heart related or circulatory condition (such as a heart condition, hypertension, blood vessel disease or a stroke); and/or
 - b. A lung or breathing condition (other than well-controlled asthma when suffered in isolation); and/or
 - c. A cancerous condition; and/or
 - d. Kidney related disorder; and/or
 - e. A chronic illness. (A chronic illness is defined as "a recurring, persistent, incurable medical condition, requiring regular, palliative treatment.)
2. Have **you**, anyone travelling with **you** or any other person upon whose health the **trip** depends, received hospital in-patient treatment during the 24 months prior to the date of taking out this **policy**?

If **you** have answered 'Yes' to any of the above questions, **you** must call the **medical screening company** to find out if cover can be granted.

Telephone: as 0870 142 5188

Opening Hours: Monday-Saturday 9am to 5pm

Please note that the **medical pre-screening company** cannot offer cover in the following circumstances:

- a) If **you** are travelling against the advice of a medical practitioner; or
- b) If **you** are travelling for the purpose of obtaining medical treatment; or
- c) If **you** are receiving on-going dialysis treatment; or
- d) If **you** are on a hospital waiting list, or awaiting the results of medical tests or investigations; or
- e) If **you** have a psychological condition (including anxiety, stress, depression, psychiatric or eating disorders); or
- f) If **you** have received a terminal prognosis by a registered doctor prior to taking out this **policy**.
- g) If **you** are due to give birth within ten weeks of the booked start or return date of **your trip**.

Should the **medical pre-screening company** require any additional premium and **you** accept their offer, this should be paid to the **medical pre-screening company** either by credit card or cheque within 14 days. Should **you** decide not to pay the additional premium, the declared health condition will not be covered. Any additional health conditions not declared to the **medical pre-screening company** will not be covered.

WHILE YOU ARE AWAY

AXA Assistance are open 24 hours a day, 365 days a year

AXA Assistance MUST be contacted as soon as possible in the event of you dying, incurring medical expenses in excess of £250 being involved in an accident, being admitted to hospital, curtailing for medical reasons or missing your flight due to medical reasons.

Any minor illness or injury costs resulting in a claim should be paid by **you**, a receipt obtained and the amount reclaimed from the **claims handler** within 31 days of the event.

AXA Assistance will provide immediate help if **you** are ill or injured outside the United Kingdom or Channel Islands. They provide a 24 hour emergency service 365 days a year and **you** can contact them on:

Emergency Number +44 845 610 1439

When **you** contact AXA Assistance, please ensure that **you** have the following information available to **you** as they will require it to process **your** claim:

- Master **policy** reference number – WHIIL/TCITDIR/01/2007
- **Your Policy** Number/Booking Invoice Number
- Date of purchase for **your policy**
- Country and resort **you** have visited or intend to visit
- Actual or intended travel dates
- Incident date
- Brief circumstances of **your** claim
- Value of **your** claim

Please note that **your** claim may be delayed if **you** are unable to advise AXA Assistance on the above information.

WHEN YOU RETURN HOME - MAKING A CLAIM

For all Sections

If **you** need to make a claim, please obtain a claim form no later than 45 days after the event by:

- Telephoning White Horse Insurance Ireland Limited Claims Department on 0871 664 7995
- Writing to: White Horse Insurance Ireland Ltd - Claims Dept, PO Box 258, Wavell House, Rossendale, BB4 0BQ, England

When returning the claim form, please include all relevant documentation. Please send originals – not photocopies (keep copies for **your** records). For all claims **you** will need to send **your** original insurance **certificate** and **your** original holiday booking invoice. Please note that if **you** originally purchased a Silver single **trip policy** and have subsequently upgraded the cover to the Premier **policy**, prior to departure, **you** will need to provide the original insurance **certificates** for both policies.

POLICY PERIODS

Policy Type – Single Trip

A single return **trip** as defined in the Period of Insurance.

The maximum age, for this type of **policy** is 69 on the date of departure

Policy Type – One way Trip

A single outward **trip**, as defined in the Period of Insurance. The Period of Insurance shall expire normally or in any event not later than 24 hours after the time **you** first leave the immigration control of **your** final destination country.

The maximum age, for this type of **policy** is 69 on the date of departure

Policy Type – Annual Multi-Trip

Any number of return **trips** as defined above. This type of **policy** includes:

- A maximum trip duration of 31 days any one **trip**,
- Cover for overnight **trips** within the UK or Channel Islands and Isle of Man, providing the **trip** is over 50 miles from home and accommodation has been pre-booked for three or more nights, and
- **Wintersports** cover for up to 17 days **policy** period, if the appropriate additional premium has been paid.
- Annual **golf cover** during each **trip**.

The maximum age for this type of **policy** is 64 at the date of issue.

Period of Insurance – Single Trip / One-Way Trip

- Under Section A1 & A2 (for cancellation), the insurance is effective from the date of issue of the **certificate** and terminates on commencement of **your trip**. In respect of all other sections, the insurance commences when **you** leave to commence the **trip** described in the territorial limits and shall cease with whichever occurs first of the following:

The expiry of the **policy** period as shown on the **certificate**;

– **Your** return as planned, at the end of the **trip**,

– **Your** first return prior to the planned return at the end of the **trip**.

The period of insurance will be extended day by day up to a maximum of 30 days after the expiry of the period stated on the **certificate** when the return is necessarily delayed as a result of **your** ill health or failure of **public transport**, provided that AXA Assistance has been notified.

In respect of one-way **trips** only the period of insurance shall cease with whichever occurs first of the following: the expiry of the **policy** period or 24 hours after the time **you** first leave the immigration control of **your** final destination country.

Period of Insurance – Annual Multi-Trip

Under Section A1 & A2 (for cancellation), the **policy** is effective from the later of either:

– The date of issue of the **certificate** or booking invoice; or

– The time at which the **trip** is booked and ends at which ever happens first:

– The start of **your trip**; or

– The expiry of the **policy**.

In respect of all other sections, the **policy** commences when **you** leave to commence the **trip** described in the territorial limits and shall cease with whichever occurs first of the following:

– The expiry of the **policy** period as shown on the **certificate** or booking invoice;

– **Your** return as planned, at the end of the **trip**,

– **Your trip** exceeding the maximum **trip** length.

POLICY DEFINITIONS

Wherever the following words or phrases appear within this **policy** they will always have the same meaning and will appear in bold.

Acceptable Sports & Leisure Activities

The following activities are included within the cover as standard, as long as they are amateur activities, conducted under adequate supervision and on an incidental basis.

Archery, badminton, baseball, basketball, beach games, black water rafting (Grade 1 to 4), bungee jumping (Maximum of two jumps), canoeing (excluding white water canoeing of any grade), cricket, cycling (excluding BMX or mountain biking), dinghy sailing, fell walking, fencing, fishing (excluding wade fishing), football, golf, hiking (under 2,000 meters altitude), horse riding (excluding jumping, hunting, polo and racing), hot air ballooning which has been booked in the UK prior to departure, jet boating, jet skiing, jogging, marathon running, motorcycling up to 125cc (Providing rider holds a full driving license and is wearing a crash helmet), netball, orienteering, paintballing (Providing protective eye-wear and clothing worn), parasailing (over water), pony trekking, racquetball, rambling, river canoeing, roller skating, roller blading, rounders, rowing, safari (if pre booked through UK operator, excluding the use of fire arms), sail boarding, sailing within territorial limits, scuba diving up to 15 meters (excluding solo dives and no dives less than 24 hours before departure), skate boarding, snorkelling, squash, surfing, tennis, track events, trekking (under 2,000 meters altitude), triathlon, volleyball, water skiing, white water rafting (up to grade 4), windsurfing, yachting (inside territorial waters).

Accident/Accidental

A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury which results in a Loss. In no event shall the contracting of any disease and/or illness or medical condition, nor the injection or ingestion of any substance, be considered an **Accident**. An event which directly or indirectly exacerbates a previously existing physical bodily injury shall not be considered an **Accident**.

Act of terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone, or on behalf of, or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Assistance Company

AXA Assistance

Telephone Number : 0044 (0) 845 610 1439.

Cancellation Costs

Travel and accommodation expenses paid or contracted to be paid by **you** in respect of **your trip**.

Cash

Currency notes and coins.

Certificate/Policy/Booking Reference Number

An insurance validation **certificate**, and Excel Holidays, XL.com or Travel City Direct booking itinerary, validate and activate this insurance wording. Wherever the word '**Policy**' is shown this shall be deemed to read '**Certificate**' and vice versa.

Claims Handler

White Horse Insurance Ireland Ltd - Claims Dept,

PO Box 258,

Wavell House,

Rossendale,

BB4 0BQ

England

Close Business Associate

Any person in the same employment as **you** in **your country of residence**, whose absence from business for one or more complete days at the same time as **you** prevents the effective continuation of that business.

Common-Law Partner(s)

Any couple (including same sex) in a common-law relationship or who have cohabited for at least 6 months.

County of Residence

The country where **your home** is.

Curtailment Costs

Travel costs necessarily incurred to return **you home** before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day which is consequently foregone. This pro-rata refund excludes all costs attributable to the outward and return travel tickets, whether used or unused.

Excess

Where applicable, the **excess** is the first amount of the claim for each person, each section and each incident which is payable by **you**. The **excess** amounts are shown in the Schedule of Benefits on page 1.

Golf Cover

Your policy automatically includes cover for **golf equipment**, **golf equipment** hire and lost green fees.

Golf Equipment

Golf clubs, golf bags, non-motorised trolleys and golf shoes.

Home

Your usual place of residence in the United Kingdom.

Insurer

White Horse Insurance Ireland Limited.

Loss of Sight

The complete and irrecoverable **Loss of Sight** of one or both eyes.

Loss of Limb(s)

Loss by physical severance of a hand at or above the wrist or a foot at or above the ankle.

Material Fact

Any fact which is known to **you**, which is likely to influence the **Insurer** in the acceptance or assessment of this insurance.

Medical pre-screening company

BAS Insurance Services Limited

Permanent Total Disablement

Disablement which, from the moment of **accident**, entirely prevents **you** from attending to any business or occupation of any and every kind and which lasts 12 calendar months and, at the expiry of that period, is, in the opinion of the **Insurer's** Medical Advisors, beyond expectation of improvement.

Personal Effects

Luggage, clothing, **valuables** and personal items which are owned by **you** and have been either taken or purchased on the **trip**.

The following items are not considered to be personal effects:

Antiques, any property held or used for any business or professional purposes, audio equipment of any kind, bicycles, binoculars, bonds, camcorders, cassettes and cassette players, cellular phones, cheques, compact discs and compact disc players, computer and telecommunication equipment of any kind, computer games, contact or corneal lenses, coupons, **cash**, diving equipment, documents of any kind, furs, **golf and ski equipment**, MP3 players, musical instruments, radios, securities, spectacles, stamps, sunglasses, tape recorders, television sets, travellers cheques, video equipment, video games.

Pre-existing Medical Condition

Any of the following conditions, known to **you**, which has been suffered or for which medical advice, treatment or medication has been received, prior to the date of issue of this insurance – any heart related or circulatory condition (such as a heart condition, hypertension, blood vessel disease or a stroke); and/or any lung or breathing condition (other than well-controlled asthma when suffered in isolation); and/or any cancerous condition; and/or any kidney related disorder; and/or any chronic illness (A chronic illness is defined as "a recurring, persistent, incurable medical condition, requiring regular, palliative treatment); and/or any hospital in-patient treatment during the 24 months prior to the date of taking out this **policy**.

Public Transport

A train, bus, coach, ferry service, or scheduled flights (non-internal) running to a published timetable to join the booked travel itinerary.

Relative

Brother, brother-in-law, **Common-Law Partner**, daughter, daughter-in-law, fiancé(e), grandchild, legal guardian, parent, parent-in-law, sister, sister-in-law, son, son-in-law, or spouse who live in **your country of residence**.

Resident

You are a **resident** of the UK. To be a **resident**, **your** main residence must be in **your country of residence** and **you** must not have been abroad for more than six months in the last year.

Serious Illness or Injury

Any illness or injury which:

- restricts **your** mobility; or
- results in **you** being a patient in hospital for more than 48 hours.

Single Item

Any one article, pair, set or collection.

Ski Equipment

Skis, ski sticks, ski bindings, ski boots, snowboard, snowboard bindings and snowboard boots.

Sports Equipment

Those items which are usually worn, carried, used or held during the participation of a sporting activity. This excludes **ski and golf equipment**.

Trip, Trip duration

A journey which begins when **you** leave to commence **your trip** and ends on **your** planned return, during the period of insurance, to either:

- a) **Your home**, or
- b) A hospital or nursing home in the UK, following **your** repatriation.

Us, We, Our

Acumus Insurance Solutions Limited

Valuables

Animal skins, articles made of or containing gold, silver or other precious metals, cameras, jewellery, leather goods, photographic equipment, precious or semi-precious stones, silks, telescopes, watches.

Wintersports

Guided cross country skiing, mono skiing, off-piste skiing or snowboarding, recreational racing, skiing, snow boarding and snow sledging.

Wintersports does not include:

Freestyle skiing, heli-skiing, ice hockey, luge, off-piste skiing or snowboarding in areas designated as unsafe by resort management, off-piste skiing or snowboarding where there is an avalanche warning in place, parapenting, ski acrobatics and stunting, ski bob racing, ski-bobbing, ski-flying, ski jumping, ski racing or training, the use of skeletons or bobsleighs, snow mobilising and tobogganing.

You, your

Any person named on the **certificate** or booking invoice.

- a person **you** are travelling with; or
 - a **relative**; or
 - a **close business associate** who lives in the United Kingdom; or
 - a friend or **relative** who lives abroad with whom **you** are staying.
- (b) **you** or the person **you** are travelling with:
- being required in the UK for jury service, as a witness in a Court of Law; or
 - being under compulsory quarantine; or
 - being prevented from travel following a government travelling restriction that prevents travel; or
 - being required to be present by the police, as a result of **your home** or their **home** or usual place of business in the UK suffering a burglary within seven days of the start of **your trip**; or
 - suffering accidental damage to **your home** or to **your** travelling companion's **home** within seven days of the start of **your trip**; or
 - being made **redundant** under current Redundancy legislation; or
 - being made pregnant and **you** or the person **you** are travelling with, are expected to give birth within 10 weeks of the booked start date or return date of **your trip**; or
 - suffering any medical complications arising from pregnancy or childbirth prior to the sixth month; or
 - being posted overseas or receiving emergency requirements of duty in the Armed Forces, Police, Fire, Nursing or Ambulance Services.

In addition, if **you** have booked a self drive holiday and it is necessary to cancel **your trip** as a result of **your** vehicle being involved in an **accident** within seven days of **your** intended **trip duration**, we will pay for **your** proportion of the costs which **you** have paid or agreed to pay and which **you** cannot recover from any source.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section A1 and A2:

- the **excess** as shown in the Schedule of benefits on page 1;
- any claim for curtailment which has not been approved by AXA Assistance, prior to **your** return to the UK.
- any claim which is not supported by written medical confirmation and clinical reports from medical service providers as well as other proof of the happening of an event causing **you** to cancel or cut short **your trip**;
- any costs which **you** have paid or agreed to pay, if **your trip** is cancelled for the following reasons:
 - i claims arising directly or indirectly as a result of a **pre-existing medical condition** relating to **you**, **your** travelling companion, a **relative** or **close business associate** of **yours** or **your** travelling companion, or the person with whom **you** have arranged to stay whilst on the **trip**.
 - ii the person whose medical condition giving rise to the claim:
 - (a) is travelling for the purpose of having medical treatment during the **trip duration**; or
 - (b) is travelling against the advice of a medical practitioner; or
 - (c) has received a terminal prognosis by a registered doctor before taking out this **policy**; or
 - (d) is on a hospital waiting list; or
 - (e) is awaiting the results of medical investigations.
 - iii **you** have failed to have any recommended vaccines, inoculations or medications prior to **your trip**
 - iv **you** have failed to get the relevant passport or visa
 - v unlawful or criminal proceedings against **you** or a person **you** are travelling with
 - vi **redundancy**, which is not notified during the period of insurance
 - vii a pregnancy, which is confirmed by a registered doctor before the date **you** bought this **policy**
 - viii medical complications arising from pregnancy or childbirth where prior medical complications have existed
 - ix **your** disinclination to travel, phobias, anxiety or stress
 - x **your** personal financial circumstances, other than **you** being made **redundant** after the issue date of the **certificate**
 - xi **your** late arrival at the airport or port after check in or booking in time
- any costs in respect of the following:
 - (a) any claims arising directly or indirectly from the cancellation or curtailment of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority.
 - (b) loss of air passenger duty
 - (c) unused timeshare property, airmiles or other promotions of this nature
 - (d) **your** loss of enjoyment of the **trip**, however caused
 - (e) **your** failure to advise **us** of any **material fact** prior to the issue of the **certificate** or prior to **your** departure on **your trip**
 - (f) unused portions of **your** original ticket, where repatriation has been made
 - (g) **your** travel expenses for **you** to return to the UK, if **you** do not already possess pre-paid return travel tickets
 - (h) any cancellation or **curtailment costs** which the **Insurer** would not have had to pay, had **you** notified the travel agent, tour operator or provider of transport or accommodation immediately after **you** knew **you** would be cancelling or curtailing **your trip**
 - (i) any repair costs to **your** private motor vehicle
 - (j) any claim resulting from **you** or a person **you** are travelling being posted overseas or receiving an emergency requirement of duty, following an **act of terrorism**, war or invasion.

THE INSURANCE

SECTION A1 & A2 – LOW DEPOSIT CANCELLATION INSURANCE & CANCELLATION AND CURTAILMENT

▲ What You Are Covered For:

There are two parts to this section of cover, namely:

A1 - Low Deposit Cancellation Insurance Cover – This first element of the cancellation insurance will be entered into and run from the date **you** make **your** holiday reservation with Travel City Direct with a part deposit payment, which includes **your** low deposit cancellation insurance cover, for up to 10 weeks or until **you** make **your** final deposit payment, whichever is soonest; and

A2 Holiday Cancellation & Curtailment Insurance – This second element of the cancellation insurance will be entered into and run from the date **you** make **your** final deposit payment. For single **trip policies**, this cover will continue until the expiry date of **your policy**, as shown on **your** insurance **certificate** or booking invoice. For annual multi-**trip policies**, the holiday cancellation & curtailment insurance will continue until the expiry of the **policy** period as shown on the **certificate** or booking invoice; **your** return as planned at the end of the **trip**; or **your trip** exceeding the maximum **trip** length of 31 days.

The **Insurer** will pay, up to the amount shown in the Schedule of benefits on page 1, for **your** proportion of the costs which **you** have paid or agreed to pay and which **you** cannot recover from any source, if it is necessary and unavoidable to cancel or cut short **your trip** as a result of:

- (a) death, **serious injury or illness**, during the period of insurance of:
 - **you**; or

SECTION B – MEDICAL AND TREATMENT EXPENSES

▲ What You Are Covered For:

If **you** become ill or are injured during the **trip**, the **Insurer** will pay up to the amount shown in the Schedule of benefits on page 1, for up to 12 months after the start date of the treatment for:

(i) Medical and treatment expenses

- reasonable and customary medical, surgical and hospital expenses incurred outside **your country of residence**
- emergency dental treatment for the relief of pain up to £200. The **Insurer** reserves the right to repatriate, when in the opinion of the **Insurers** medical advisors, **you** are fit to travel.

(ii) Funeral and Repatriation expenses

If **you** die during the **trip** or one-way **trip**, the **Insurer** will pay up to £3,000 for the following:

- the funeral expenses in the country where **your** death occurs, or
- the cost of returning **your** body or ashes **home**

(iii) Travel and accommodation expenses

- reasonable additional travel and room only accommodation expenses incurred by **you** and one person travelling with **you**, as a result of **you** receiving medical advice from a registered doctor in attendance and the **Insurer's** medical advisors, that **your** originally planned return journey **home** to the UK, is impossible due to medical reasons.

The most the **Insurer** will pay for accommodation costs is £1,000 per person.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section B:

- the **excess** as shown in the Schedule of benefits on page 1
- any costs or expenses, if **you** have not advised AXA Assistance and received their agreement to these costs, in the event of **you**:
 - dying, or
 - incurring medical or treatment expenses above £250 or
 - being involved in an **accident**, or
 - being admitted to hospital, or
 - curtailing **your trip** due to medical reasons; or
 - missing **your flight** due to medical reasons
- any medical costs or expenses, if **you** are in Australia and **you** have not enrolled with Medicare
- claims arising directly or indirectly as a result of **your pre-existing medical condition**.
- any medical, hospital or treatment expenses in **your country of residence**.
- any medical, hospital, treatment, funeral or repatriation expenses if **you**:
 - have received a terminal prognosis by a registered doctor before taking out this **policy**, or
 - are travelling for the purpose of obtaining medical treatment, or
 - are travelling against the advice of a medical practitioner, or
 - are on a hospital waiting list, or
 - are awaiting the results of medical investigations
- any medical, hospital, treatment expenses, which in the opinion of the **Insurer's** medical advisors, are not essential or can be reasonably delayed until **your return home** to the UK
- any costs arising from **you** arranging a single or private accommodation room in a hospital, clinic or nursing home
- claims arising directly or indirectly from pregnancy, if:
 - you** were not pregnant when **you** took out this **policy** and the claim is as a result of complications after the sixth month, or
 - you** have had complications in any previous pregnancy
 - your** pregnancy is confirmed before the date **you** bought this **policy** and the expected date of birth is within 10 weeks of the booked start date or return of **your trip**
- dental treatment which is not for the purpose of relieving immediate pain or suffering
- any medical, hospital or treatment expenses, which have not been authorised at the time by a recognised registered medical practitioner
- any medical, hospital or treatment expenses, which **you** have incurred after:
 - you** have refused the offer of repatriation when, in the opinion of the **Insurer's** medical advisors, **you** are fit to travel
 - the **Insurer** has repatriated **you** to **your** final destination, rather than the UK during **your one-way trip**
- any physiotherapy or associated treatment costs, if they are not part of an on-going treatment programme for a **serious injury**, which in the opinion of the **Insurer's** medical advisors, cannot be reasonably delayed until **your return home**
- non continuous treatment
- any up-grades from economy class travel, unless the **Insurers** medical advisors specify this necessary on medical grounds
- any costs or expenses if **you** do not have a pre-paid return ticket to the UK
- any medication or drugs which **you** know **you** will need at the start of the **trip**
- the cost of any treatment or surgery, including exploratory tests, which are not directly related to the illness or injury, for which **you** went into hospital or clinic abroad
- loss or damage to dentures, artificial limbs, hearing aids, contact or corneal lenses or prescription spectacles
- any repatriation expenses to the UK if **you** are travelling on a one way **trip** and **your** final destination is nearer.

SECTION C – HOSPITAL BENEFIT

• What You Are Covered For:

The **Insurer** will pay **you** the amount shown in the Schedule of benefits for each and every completed period of 24 hours for which **you** are an in-patient in a hospital, as a direct result of an **accidental** injury or illness which is covered under Section B.

SECTION D – PERSONAL EFFECTS AND BAGGAGE, TRAVEL DOCUMENTS AND DELAYED BAGGAGE

▲ What You Are Covered For:

- Personal effects and baggage** - The **Insurer** will pay for accidental loss, theft of or damage to **your personal effects**, up to the amount shown in the Schedule of benefits on page 1.
- Travel Documents** - The **Insurer** will pay for any reasonable expenses **you** incur, whilst obtaining replacement passports, green cards, visas, accommodation vouchers and petrol coupons or travel tickets which have been lost or stolen during the **trip**, up to the amount shown in the Schedule of benefits on page 1.
- Baggage delay** - The **Insurer** will pay for the purchase of essential items, up to the amount shown in the Schedule of benefits on page 1, if **your personal effects** are delayed or lost in transit on **your** outward journey for more than 24 hours.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section D:

- the **excess** as shown in the Schedule of benefits on page 1
- claims for theft of **your personal effects** and baggage if **you** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number more than £60 per **single item**, up to a maximum of £300 in total for any one claim for which an original receipt, proof of purchase or insurance valuation (obtained prior to purchase) is not supplied
- any claim if the loss, damage or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- wear, tear, or depreciation
- loss, theft or damage arising from the delay, detention, seizure or confiscation by Customs or other officials
- damage caused by the leakage of powder or liquid carried within **your personal effects** or baggage
- any breakage of fragile articles, unless the breakage is caused by fire or an **accident** involving the vehicle in which **you** are being carried
- claims arising for loss, theft or damage to:
 - prams or buggies, or
 - wheelchairs, or
 - motor vehicles, or
 - marine equipment, or
 - diving equipment, or
 - watercraft, surfboards, sailboards or their related accessories, or
 - other equipment or fittings of any kind
- damage to, or loss or theft of **your personal effects** or baggage, if they have been left:
 - unattended in a place to which the general public has access
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property
 - in an unattended motor vehicle, unless they have been taken from a locked boot between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a police report
- loss or damage to **sports equipment**, whilst in use

- loss, theft or damage to:
 - anything being shipped as freight or under a Bill of Lading; or
 - dentures; or
 - bridgework; or
 - artificial limbs; or
 - hearing aids of any kind; or
 - items being carried on a vehicle roof rack
- loss, theft or damage to **valuables**, which at the time of such loss, theft or damage were located in checked-in luggage or an unattended motor vehicle
- any claim for baggage delay if **you** cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of delay.
- Loss, theft or damage arising from:
 - mechanical or electrical breakdown
 - moth or vermin
 - processes or cleaning, restoring or repairing

SECTION E – PERSONAL MONEY

▲ What You Are Covered For:

The **Insurer** will pay for the loss or theft of **your cash** and travellers cheques during **your trip**, up to the amount shown in the Schedule of benefits on page 1.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section E:

- the **excess** as shown in the Schedule of benefits on page 1
- any loss or theft of **money** if **you** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- any loss, if **you** have not taken reasonable steps to prevent a loss happening
- loss or theft of **money** that is:
 - not on **your** person; or
 - not deposited in a safe, safety deposit box or similar locked fixed container in **your trip** accommodation
- loss or theft of travellers cheques, if the issuer provides a replacement service
- depreciation in value, currency changes, shortage caused by any error or omission, loss or damage arising from delay, seizure, confiscation or detention by Customs or other officials.

SECTION F1 & F2 – TRAVEL DELAY AND HOLIDAY ABANDONMENT

▲ What You Are Covered For:

F1 Travel Delay

The **Insurer** will pay **you** the amount shown in the Schedule of benefits on page 1, if **you** planned:

- first outward flight, rail, coach or sea **trip** on **your** scheduled departure or
- final outward flight, rail, coach or sea **trip** on **your** scheduled return is delayed for 12 hours or more.

F2 Holiday abandonment

The **Insurer** will pay, up to the amount shown in the Schedule of benefits on page 1, for travel and accommodation expenses which **you** have paid or have contracted to pay and which **you** cannot recover from any source, if **your** holiday or journey is necessarily cancelled following a delay of 24 hours or more from the scheduled departure time.

▼ What You Are Not Covered For:

The **Insurer** will not pay the following in addition to the general exclusions on page 6 in connection with claims made under section F1 & F2:

- the **excess** as shown in the Schedule of benefits on page 1
- any compensation if **you** have not got written confirmation from the airline, railway or shipping company or their handling agents, which shows the reason for the delay or cancellation of **your** holiday, the scheduled departure time and the actual departure time of **your** flight, rail journey or sailing, if applicable.
- any delay which is due to strike or industrial action which had started or was announced before **you** took out this **policy**.
- compensation under both the 'travel delay' and 'holiday abandonment' sections of the **policy**.
- any claims arising directly or indirectly from the delay of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority.
- your** failure to check-in according to the itinerary supplied to **you**.

SECTION G – MISSED DEPARTURE

▲ What You Are Covered For:

The **Insurer** will pay **you**, up to the amount shown in the Schedule of benefits on page 1, for reasonable additional accommodation and travel expenses, if **you** arrive at:

- your** last departure point from the UK
 - the last departure point for **your return trip** to the UK
- too late to board **your** booked flight, train or sailing, as a result of the following:
- Scheduled **public transport** services failing to get **you** to **your** destination in time due to strike, industrial action, adverse weather conditions or mechanical breakdown, or
 - The private motor vehicle in which **you** are travelling suffering from mechanical breakdown or failure, or
 - The private motor vehicle in which **you** are travelling being directly involved in a road traffic accident, which resulted in mechanical breakdown or failure.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section G:

- the **excess** as shown in the Schedule of benefits on page 1
- any upgrade in accommodation
- any claim arising as a result of **you** not having taken reasonable steps to complete the journey to the departure point on time
- any claim relating to internal flights
- any claim, if the adverse weather, strike or industrial action was in existence or publicly declared before **you** started **your** journey to the departure point
- any claim in respect of mechanical breakdown or failure, if **your** private motor vehicle, has not been properly serviced and maintained
- any repair costs to **your** private motor vehicle
- any claims for vehicle breakdown or failure, which are not substantiated by a written report from a rescue service or garage
- any claim arising from missed connecting flights.

SECTION H – PERSONAL ACCIDENT

▲ What You Are Covered For:

The **Insurer** will pay you or your estate a lump sum, as shown in the Schedule of benefits on page 1, if you suffer bodily injury as a result of an **accident** during your **trip** which causes:

- your death, or
- permanent loss of one or more limbs by physical separation at or above the wrist or ankle, or
- permanent loss of all sight in one or both eyes, or
- **permanent total disablement** from carrying out your usual occupation.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section H:

- any benefit where your death, injury or loss does not occur within 180 days of the **accident**
- any benefit if you cannot prove to the **Insurer** that the **permanent total disablement** has continued for 12 months from the date of the injury and in all probability will continue for the remainder of your life
- more than one lump sum under this section.

SECTION I – PERSONAL LIABILITY

▲ What You Are Covered For:

The **Insurer** will pay for your legal liability inclusive of all associated legal fees and costs, in total up to the amount shown in the the Schedule of Benefits on page 1, for any event which relates to an incident caused by you during the **trip** or one way **trip**, which results in:

- injury, illness or disease to another person
- loss or damage to property which does not belong to you or any member of your family and is not in your or a member of your family's custody or control.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section I:

- the **excess** as shown in the Schedule of benefits on page 1
- claims arising directly or indirectly from, happening through or in consequence of:
- contractual liability, employers liability, or liability to a member of your family, your travelling companion's family or to your travelling companion; or
- animals belonging to you, or in your care, custody or control; or
- wilful, malicious or unlawful acts or the use of firearms; or
- the pursuit of trade, business or profession; or
- ownership or occupation of land or buildings; or
- the influence of intoxicating liquor or drugs; or
- claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft, watercraft, or any mechanically propelled conveyance; or
- claims for legal fees and costs resulting from any criminal proceedings.

SECTION J – LEGAL EXPENSES

▲ What You Are Covered For:

The **Insurer** will pay, up to the amount shown in the Schedule of benefits on page 1, for legal costs and expenses incurred in pursuing legal proceedings against third parties for compensation and damages arising from or out of your death, **serious illness** or personal **accident** during your **trip**.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section J:

- the **excess** as shown in the Schedule of benefits on page 1
- any costs or expenses which have been incurred without prior approval of the **Insurer**
- any claim where the **Insurer** considers your prospect of success in achieving a reasonable benefit to be insufficient
- any claim emerging from the pursuance to a contingent fee agreement between you and your counsel
- any claim for travel and accommodation expenses which you have incurred whilst pursuing legal action
- any claim arising from you pursuing legal proceedings as part of and (or) on behalf of a group or organisation
- any claim for legal costs where you are pursuing a legal action against XL.com, Excel Holidays or Travel City Direct, the **Insurer**, Acumus Insurance Solutions Limited or any other Primary Group Company or AXA Assistance.
- any claim against any member of your family or travelling companion.
- any claim for legal costs where you are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence

SECTION K – GOLF EQUIPMENT

▲ What You Are Covered For:

The **Insurer** will pay, up to the amount shown in the Schedule of benefits on page 1, for accidental loss, theft of or damage to **golf equipment** which you own.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on pages 6 in connection with claims made under section K:

- the **excess** as shown in the Schedule of benefits on page 1
- more than £60 per **single item**, up to a maximum of £300 in total for any one claim, if you are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
- **golf equipment** which is over five years old
- any claim for loss or theft of **golf equipment** if you have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft occurs during a journey or whilst in the custody of an airline or other carrier, and you have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- claims arising from delay, detention, seizure or confiscation by Customs or other officials
- claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of **golf equipment**, which is being carried on a vehicle roof rack
- damage to, or loss or theft of **golf equipment**, if it has been left:
 - a unattended in a place to which the public have access; or
 - b left in an unattended motor vehicle; or
 - c in the custody of a person who does not have an official responsibility for the safekeeping of the property.

SECTION L – GOLF EQUIPMENT HIRE

▲ What You Are Covered For:

If your own **golf equipment** is:

- lost, stolen or damaged; or
- misdirected or delayed in transit by more than 24 hours

the **Insurer** will pay for the cost of hiring you the necessary **golf equipment** for each 24 hour period you are without your own **golf equipment**, up to the amount shown in the Schedule of benefits on page 1.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section L:

- any claim for loss or theft of your own **golf equipment** if you have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft of your own **golf equipment** occurs during a journey or whilst in the custody of an airline or other carrier, and you have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- claims arising from your own **golf equipment** being delayed, detained, seized or confiscated by Customs or other officials
- claims following loss or theft of, or damage to your own **golf equipment** whilst being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of your own **golf equipment**, which is being carried on a vehicle roof rack
- damage to, or loss or theft of your own **golf equipment**, if it has been left:
 - a unattended in a place to which the public have access; or
 - b left in an unattended motor vehicle; or
 - c in the custody of a person who does not have an official responsibility for the safekeeping of the property.

SECTION M – LOST GREEN FEES

▲ What You Are Covered For:

The **Insurer** will indemnify you up to the amount shown in the schedule of benefits, for the proportionate value of any non-refundable, pre-paid green fees, **Golf Equipment** hire or tuition fee necessarily unused due to the following:

- a) **accident** or sickness of an **Insured**; or
- b) loss or theft of documentation which prevents the participation in the pre-paid golfing activity.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on pages 6 in connection with claims made under section M:

- a) claims arising for theft, which is not reported to any appropriate police, authority within 24 hours of discovery and an official report obtained. In the case of an airline, a Property Irregularity Report will be required;
- b) claims arising for loss, which is not reported to any appropriate authority within 24 hours of discovery and an official report, obtained (and specifically for claims arising against or in common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official report obtained). In the case of an airline, a Property Irregularity Report will be required;
- c) claims arising for property left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- d) claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot between the hours of 8am and 8pm and there is evidence of forced entry which is confirmed by a police report;
- e) claims arising directly or indirectly as a result of your **pre-existing medical condition**, unless declared to and agreed by the **Insurer** with any required additional premium paid and/or amendments in policy conditions.
- f) claims arising from a medical condition, which is not substantiated by a written report from the treating doctor confirming your inability to play Golf.

WINTERSPORTS COVER

If you have paid the additional premium to include **wintersports** cover and the cover is shown on your **certificate** or booking invoice, cover sections N-R inclusive apply.

SECTION N – SKI EQUIPMENT

▲ What You Are Covered For:

The **Insurer** will pay, up to the amount shown in the Schedule of benefits on page 1, for accidental loss, theft of or damage to **ski equipment**, which is owned or hired by you. If you own the **ski equipment**, the **Insurer** will take off the following amounts for wear and tear:

AGE OF SKI EQUIPMENT

- Up to 1 year old
- 1 to 2 years old
- 2 to 3 years old
- 3 to 4 years old
- 4 to 5 years old

DEDUCTION

- 10% of purchase price
- 30% of purchase price
- 50% of purchase price
- 70% of purchase price
- 80% of purchase price

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section N:

- the **excess** as shown in the Schedule of benefits on page 1
- claims for **ski equipment** which is owned by you, if it is over five years old
- more than your liability for the loss or damage to any hired **ski equipment**
- any claim for loss or theft of **ski equipment**, if you have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft occurs during a journey or whilst in the custody of an airline or other carrier, and you have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- more than £60 per **single item**, up to a maximum of £300 in total for any one claim, if you are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
- claims arising from delay, detention, seizure or confiscation by Customs or other officials
- claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of **ski equipment**, if it has been left:
 - a unattended in a place to which the public have access; or
 - b left in an unattended motor vehicle; or
 - c in the custody of a person who does not have an official responsibility for the safekeeping of the property.

SECTION O – SKI HIRE

▲ What You Are Covered For:

If your own **ski equipment** is:

- lost, stolen or damaged; or
- misdirected or delayed in transit by more than 12 hours the **Insurer** will pay for the cost of hiring you the necessary **ski equipment** for each 24 hour period you are without your own **ski equipment**, up to the amount shown in the Schedule of benefits on page 1.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section O:

- any claim for loss or theft of **your own ski equipment** if **you** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft of **your own ski equipment** occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- claims arising from **your own ski equipment** being delayed, detained, seized or confiscated by Customs or other officials
- claims for loss or theft of, or damage to **your own ski equipment**, whilst being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of **your ski equipment**, if it has been left:
 - a unattended in a place to which the public have access; or
 - b in an unattended motor vehicle; or
 - c in the custody of a person who does not have an official responsibility for the safekeeping of the property.

SECTION P – SKI PACK

▲ What You Are Covered For:

If **you** are unable to use **your** ski pass, tuition or ski hire due to:

- being involved in an **accident**; or
- **your** sickness; or
- the loss or theft of **your** ski pass

the **Insurer** will pay **you**, up to the amount shown in the Schedule of benefits on page 1, for the proportionate value of any unused ski pass, ski hire or tuition fee.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section P:

- any claim, if the loss or theft of **your** ski pass is not notified to the police within 24 hours of its discovery and **you** have obtained a written report, which includes the crime reference number.
- any claim, if the loss or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- loss or theft of **your** ski pass, if it was left:
 - unattended in a place to which the public have access; or
 - in an unattended motor vehicle; or
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property
- claims arising directly or indirectly as a result of **your pre-existing medical condition**.
- claims arising from a medical condition which is not substantiated by a report from the treating doctor, confirming **your** inability to ski
- claims for loss of enjoyment, however caused.

SECTION Q – PISTE CLOSURE

▲ What You Are Covered For:

The **Insurer** will pay a benefit, as shown in the Schedule of benefits on page 1, if **you** are unable to ski for a continuous period in excess of 12 hours, due to a lack of snowfall or adverse weather conditions during the months of December to March inclusive, at **your** pre-booked **wintersports** resort.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section Q:

- any benefit, if **you** are not skiing in a pre-booked **wintersports** resort which is 1,000m above sea level
- any benefit, if **you** are unable to provide a report from the resort management substantiating **your** claim
- any benefit, if an alternative resort is available
- any benefit, if the piste closure was in existence prior to **your** arrival in **your** pre-booked **wintersports** resort
- claims for loss of enjoyment, however caused.

SECTION R – AVALANCHE CLOSURE

▲ What You Are Covered For:

If **your** outward or return journey is delayed by at least 12 hours beyond the scheduled departure time as a direct result of an avalanche in **your** pre-booked **wintersports** resort, the **Insurer** will pay **you** an amount, as shown in the Schedule of benefits on page 1, for additional travel and accommodation expenses.

▼ What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section R:

- the **excess** as shown in the Schedule of benefits on page 1
- any claim, if **you** are unable to provide a report from the resort management substantiating **your** claim
- compensation under sections F1,F2 and G

EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THE INSURANCE

The **Insurer** is not responsible for any claims arising:

1. which are claims in any way caused or contributed to by:
 - i the failure of; or
 - ii the fear of the failure of; or
 - iii the inability of any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date (except claims under sections, B, C and H).
2. which are directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:
 - **act of terrorism**; or
 - nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
 - war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority;

or

- seizure or illegal occupation; or
 - confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives **you** of the use or value of **your** property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or
 - discharge of pollutants or contaminants, which pollutants and contaminants shall include but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
 - chemical or biological release or exposure of any kind; or
 - attacks by electronic means including computer hacking or the introduction of any form of computer virus; or
 - threat or hoax, in the absence of physical damage due to an **act of terrorism**; or
 - any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**
3. from **you** travelling against Foreign Office advice or where it is deemed unsafe for **you** to travel
 4. from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising therefrom, or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 5. from **you** engaging in any illegal or criminal act
 6. from any consequential loss whatsoever (claims shall only be paid for those losses which are specifically stated under the terms of this **policy**, except as provided in Section D, relating to loss of travel documents)
 7. directly or indirectly out of **your** financial incapacity
 8. which, but for the existence of this **policy**, would be covered under any other
 - insurance policy (policies), including any amounts recovered by **you** from private health insurance; or
 - EHC payments; or
 - any reciprocal health agreements; or
 - airlines; or
 - hotels; or
 - **home** contents Insurers; or
 - any other recovery by **you**, which is the basis of a claim
 9. from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable to or unwilling to fulfil any part of their obligation
 10. from **your** death, injury or illness as a result of participating in:
 - A hazardous sport or leisure activity whilst on **your trip**, which is not listed under the definition of an "**acceptable sports & leisure activities**" on page 2 of the **policy**.
 - **Wintersports**, if **you** have not paid the additional premium before **your trip** departure and it is not shown on **your certificate** or booking invoice.
 - any of the above, if **you** are receiving any personal financial reward or gain during the **period of insurance**, unless the **Insurer** has agreed to this and **you** have paid the appropriate additional premium.
 11. from:
 - wilful, self inflicted injury or illness; or
 - committing or attempting to commit suicide; or
 - wilful exposure to danger, except in an attempt to save a human life; or
 - solvent abuse; or
 - being under the influence of alcohol or drugs, except those prescribed by a registered Doctor and not those drugs prescribed for drug addiction; or
 - a failure to obtain any recommended vaccines, inoculations or medications prior to **your trip** departure; or
 - sexually transmitted diseases; or
 - Acquired Immune Deficiency syndrome (AIDS); or
 - HIV or diseases connected to AIDS
 12. from a psychiatric or mental disorder, anxiety, stress or depression which result in in-patient treatment; except where previously undiagnosed at the time **you** took out this **policy**
 13. from **you** entering into, exiting from an aircraft or descending from an aircraft; which is not a fully licensed passenger carrying aircraft; in which **you** are travelling as a passenger or a member of the crew for the purpose of undertaking any trade or technical operation therein or thereon
 14. from **your** wilful exposure to peril. **You** must exercise reasonable care to prevent illness, injury or loss or damage to **your** property as if uninsured
 15. directly or indirectly from **you** being engaged in any employment during **your trip**
 16. which have not been proven and the amount of the claim substantiated
 17. claims for loss of enjoyment, however caused.
 18. Wilful exposure to areas known to be infected with:
 - Severe Acute Respiratory Syndrome (S.A.R.S.)
 - Avian Influenza, Asian Bird Flu, and/or H5N1
 - Or any other Influenza A virus.

CONDITIONS WHICH APPLY TO YOUR WHOLE POLICY

- 1) All **material facts** must be disclosed to the **Insurer** at the time of taking out this **policy**. Failure to do so, may result in the **Insurer's** non-liability for claims. If **you** are in any doubt as to whether a fact is 'material', then for **your** own protection, it should be disclosed. All information provided in purchasing this insurance, shall form the basis of the contract. **You** should keep a record (including copies of letters) of all information provided to **your** issuing agent or broker for the purpose of entering into this contract.
- 2) **You** must be a **resident** of the UK at the time of taking out this **policy** and intend to return to either the UK or within the **trip duration**, unless **you** have arranged a one-way **trip**.
- 3) The **Insurer** will not consider any claim where **you**:
 - have failed to disclose a **material fact**; or
 - have a **pre-existing medical condition**; or
 - are travelling against medical advice.
- 4) **We** will refund in full **your** premium if, within 14 days of the date of issue of the **certificate**, **you** decide it does not meet **your** needs, as long as a claim does not exist and **you** have not commenced **your trip**. No refund in premium will be given after this period
- 5) **You** or **your** legal representative's must provide the **Insurer** with all **certificates**, information and evidence they require and in the format they require.
- 6) **You** must, as often as required, agree to a medical examination on behalf of the **Insurer** at your expense.
- 7) In the event of **your** death, the **Insurer** shall be entitled to have a post-mortem examination at their own expense.

- 8) Any items which become the subject of a claim for damage, must be retained for the **Insurer's** inspection and shall be forwarded to their Agent's upon request at **your** or **your** legal personal representative's expense. All such items shall become the property of the **Insurer** following final settlement of the claim.
- 9) In the event of any occurrence which may give rise to a claim under this **policy, you** must take all reasonable steps to minimise any loss arising out of such a claim.
- 10) **You** must submit any claim to the **claims handler** within 45 days of the incident
- 11) This insurance is non-transferable. No premium will be refunded, either in full or on a pro-rata basis, after the expiry of the money back guarantee.
- 12) The **Insurer** and **you** are entitled to choose the law applicable to this insurance contract. The **Insurer** chooses English Law and, in the absence of any agreement to the contrary, English Law shall apply.
- 13) The **Insurer** may, at its own expense, take proceedings in **your** name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance and any amount so recovered shall belong to the **Insurer**.
- 14) In the event that **you** recover, by any means, damages from any third party in respect of personal accident in the circumstances defined in section H, all benefits paid to **you** under section H shall be repaid to the **Insurer**.
- 15) If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this **policy**, all benefits thereunder and premiums paid shall be forfeited.
- 16) If at the time of loss, damage or liability covered under this **policy, you** have any other insurance or guarantee which covers the same loss, damage or liability, the **Insurer** will only pay a rateable share of the claim.

COMPLAINTS PROCEDURE

Our aim at all times is to provide a superior standard of service. However there may be times when **you** feel that this objective has not been achieved. Should **you** have any query or complaint regarding this insurance or in the way **your** claim has been dealt with, in the first instance please write to:

The Claims Manager,
 White Horse Insurance Ireland Ltd - Claims Dept,
 PO Box 258,
 Wavell House,
 Rosendale,
 BB4 0BQ
 England

If **you** are still not satisfied that **we** have dealt with **your** complaint, please write to:

The General Manager
 White Horse Insurance Ireland Ltd
 14 Clyde Road
 Ballsbridge
 Dublin 4
 Republic of Ireland

If **you** are still not satisfied with **your** decision, please write to:

Financial Services Ombudsman's Bureau,
 Third Floor,
 Lincoln House,
 Lincoln Place,
 Dublin 2,
 Republic Of Ireland.
 LoCall: 1890 882090
 Telephone: 00353 (1) 6620899
 Fax: 00353 (1) 6620890

Please note, the Ombudsman will not consider **your** case until **you** have followed the internal complaints procedure by writing to White Horse Insurance Ireland Limited, as outlined above.

Please quote **your** insurance reference number and **your** claim number in all **your** correspondence to all parties involved with this procedure. This procedure is intended to provide **you** with a prompt and practical service with any complaint that **you** may have, and does not affect **your** legal rights.

COMPENSATION SCHEME

White Horse Insurance Ireland Limited are covered by the Irish Insurance Compensation Fund. **You** may be entitled to compensation from the fund. If White Horse Insurance Ireland Limited cannot meet their obligations. The Irish Insurance Compensation Fund provides funds for liquidators so that they may pay the valid claims of insolvent Insurers. The fund will provide an amount up to EURO 20,000 or 90% of the net loss, whichever is lesser. **You** can get more information about the compensation fund arrangements from the Irish Financial Services Regulatory Authority.

USEFUL TELEPHONE NUMBERS

If you wish to correct a spelling mistake or cancel your policy and you purchased your travel insurance when you booked your trip, please call the Sunshine Destinations Customer Services Team

0871 911 2575

(Please note that Acumus are unable to amend or cancel a policy which has been issued when you booked your trip.)

If you wish to correct a spelling mistake, or cancel your policy and you purchased your travel insurance policy via the travel insurance website, please call the Acumus Customer Services Team on:

0870 168 0825

(When calling, please ensure you have your policy number to hand.)

If you have a query regarding the cover given under the policy, please call the Acumus Customer Services Team on

0870 168 0825

24 hour medical assistance

00 44 845 610 1439

White Horse Insurance Ireland Claims Department

0871 664 7995

Financial Services Ombudsman's Bureau

00353 (1) 6620 899 / LoCall – 1890 882090
