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Studentguard +

**Group Travel & Personal Accident Insurance
Policy Wording**

Policy Number 25101993 ECA

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Introduction

Welcome to Aviva. **We** are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This Travel and Personal Accident insurance policy sets out the insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover **You** have selected which is specified in the **Schedule**, the information **You** have provided and the declaration **You** have made. Please read the policy and the **Schedule** carefully to ensure that the cover meets the requirements of the **Insured Person(s)** and **You**.

Please contact **Your** insurance adviser if **You** have any questions or if **You** wish to make adjustments.

This policy consists of individual sections. **You** should read this policy in conjunction with the **Schedule** which confirms the sections **You** are insured under and gives precise details of the extent of **Your** insurance protection.

The Contract of insurance

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The Contract of Insurance

Your policy wording, the information **You** have provided and/or the application form/statement of fact, the policy **Schedule**, or notice issued by **Us** at renewal and any endorsement together form the contract of insurance between **Us** and **You**, and must be read together.

In return for **You** having paid or agreed to pay the premium, **We** will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

This policy is a legal contract. **You** must tell **Us** about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material ask **Your** insurance adviser. If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Important Information

Choice of Law

The appropriate law as set out below will apply unless **We** agree with **You** otherwise.

1. The law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man in which **You** normally live
or
2. In the case of a business, the law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man where **You** have **Your** principal place of business
or
3. Should neither of the above be applicable, the law of England and Wales.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **We** cannot meet **Our** obligations, depending on the type of insurance and the circumstances of **Your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St. Botolph Street
London
EC3A 7QU

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and associated documentation are available in large print, audio and Braille. If **You** require any of these formats, please contact **Your** insurance adviser.

Important Information

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data **You** supply is Aviva Insurance Limited.

Insurance Administration

Information **You** or the **Insured Person** supplied may be used for the purposes of insurance administration by **Us**, its associated companies and agents, by reinsurers and **Your** intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing of **Our** compliance with any regulatory rules/codes. **Your** and the **Insured Person(s)** information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the **Us** (such as loss adjusters or investigators).

With limited exceptions, and on payment of the appropriate fee, **You** or the **Insured Person** have the right to access and if necessary rectify information held.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, **We** may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application **You** will signify **Your** consent to such information being processed by **Us** or its agents. **You** must also ensure that **You** make this fact known to the **Insured Person(s)** and obtain their consent to pass this information to **Us** for these purposes.

Fraud Prevention and Detection

In order to prevent and detect fraud **We** may at any time:

- Share information about **You** or the **Insured Person(s)** with other organisations and public bodies including the Police;
- Check and/or file **Your** or the **Insured Person(s)** details with fraud prevention agencies and databases, and if **You** or the **Insured Person** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for **You** or the **Insured Person** and members of **Your** or their household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** or the **Insured Person(s)** accounts or insurance policies;
 - Check **Your** or the **Insured Person(s)** identity to prevent money laundering, unless **You** or the **Insured Person(s)** furnish **Us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **We** access or contribute to.

Complaints Procedure

Our promise of Service

Our goal is to give excellent service to all **Our** customers but **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all **Our** customers' problems promptly. To ensure that **We** provide the kind of service **You** expect **We** welcome **Your** feedback. **We** will record and analyse **Your** comments to make sure **We** continually improve the service **We** offer.

What will happen if You complain?

We will acknowledge **Your** complaint promptly

We aim to resolve all complaints as quickly as possible.

Most of **Our** customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, **We** will contact the **Insured Person(s)** or **You** with an update within 10 working days of receipt and give the **Insured Person(s)** or **You** an expected date of response.

What to do should You be dissatisfied

If you are unhappy with any aspect of the handling of **Your** insurance **We** would encourage you, in the first instance, to seek resolution by contacting **Your** Insurance advisor

If you are unhappy with the outcome of **Your** complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst **We** are bound by the decision of the Financial Ombudsman Service you are not. Following the complaints procedure does not affect **Your** right to take legal action

Contact details for claims and help

Services

As an Aviva customer, the **Insured Person(s)** can access additional services to help them at a time of need. For **Our** joint protection telephone calls may be recorded and/or monitored.

Claims Service

+44(0)1243 621416

Postal Address:

Aviva Travel Claims
P O Box 432
CHICHESTER,
West Sussex,
PO18 8UE.

Our line operates 9 am to 5 pm, Monday to Friday.

Please have your policy number to hand when calling. For our joint protection telephone calls may be recorded and/or monitored. When **We** know about the problem, **We** will start to put the solutions in place.

Emergency Medical Assistance

+44 (0)1243 621066

Our Emergency Medical Assistance Service is operated by a specialist emergency assistance provider who will advise on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.

In the event of a medical emergency overseas **Our** specialist emergency assistance provider has experienced multi-lingual staff who will

- Take charge of enquiries 24 hours a day 365 days a year and where necessary contact hospitals and guarantee any necessary fees
- Talk to doctors and hospital staff in their own language
- Ensure medical advisers are consulted at the outset for their views on the possibility of arranging **Repatriation** and the best method of transportation to be adopted.

Provided medical treatment, travel or accommodation has been arranged by the specialist emergency assistance provider **We** will pay all associated costs incurred on behalf of the **Insured Person** for the following

- Making arrangements for the **Insured Person** to travel home and where necessary ensure they are escorted by a medical attendant
- Ensuring assistance is provided upon the **Insured Person(s)** arrival in the **United Kingdom** or other **Country of Residence** following a **Repatriation**
- Making arrangements for the outward and return journeys for the next of kin or other nominated person to visit a sick or injured **Insured Person**
- Assisting in locating and sending drugs if not available locally
- Providing advice on minor ailments.

Other Emergency Services Provided Whilst Travelling

Assistance and Guidance whilst travelling

- A phone home service if there is an emergency.
- A translation and interpretation service if needed.
- On stolen or lost passports, driving licenses air tickets or other travel documents.
- On how to trace luggage with an airline operator if it is delayed or lost.
- On contacting local Embassies or Consulates.
- Information on languages and time zones.
- On transfer of **Money** if required.
- On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- To relatives friends or employees anybody is hospitalised.

Note: There may be charges for some services and the **Insured Person** will have to pay these together with travel costs resulting from the advice that is given.

Advice Before You Travel

+44 (0)1243 621556

Our Travel Assistance Helpline can be contacted and will provide advice and information on

- Visa and entry permits that may need required
- Necessary vaccination and inoculation requirements and where they can be arranged
- What should be taken along on an **Insured Journey** in relation to first aid and health
- Currencies, travellers cheque and current exchange rates
- Languages, time zones and details of countries that will be visited.

Policy Definitions

Each time **We** use one of the words or phrases listed below, it will have the same meaning wherever it appears in the policy, **Schedule** or endorsement. A defined word or phrase will appear **bold** each time it appears in the policy.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event if an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to the elements this will be considered as having been caused by an **Accident**.

Academic Course

shall mean any educational course run by the **Policyholder**.

Accidental Bodily Injury

Injury caused by **Accidental** and/or violent means occurring within 12 months from the date of such **Accident**.

Appointed Representative

The lawyer or other suitably qualified person
(1) appointed by **Us** to act on the **Insured Person(s)** behalf
(2) nominated by the **Insured Person**.

Business

Activities directly connected with the business described in the **Schedule**.

Costs and Expenses

(1) All reasonable and necessary legal costs charged by the **Appointed Representative** and agreed by **Us**.
(2) Legal costs which an **Insured Person** has been ordered to pay by a court or other body which **We** have agreed to or authorised.

Country of Residence

Either the country which is **the Insured Person's** regular place of abode prior to the commencement of the **Journey**, or any country for which the **Insured Person** holds a valid passport.

Europe

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Northern and Southern Cyprus), Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, **United Kingdom**, Vatican City.

Excess

The amount of each and every claim that the **Insured Person** must pay as shown in the **Schedule** for the appropriate section of the Policy. except for a claim for **Medical Expenses** in

European Union countries where this will be waived where a reduction in cost is obtained using a European Health Insurance Card.

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the **Insured Person** is travelling as a passenger.

Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a **Qualified Medical Practitioner** continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Illness

Any disease medical complaint or medical condition which is not **Accidental Bodily Injury**.

Incidental Holiday

Trips, other than those organised by the educational establishment:

- (1) Outside the **Insured Person's Country of Residence**;
- (2) Involving pre-booked travel or accommodation;
- (3) Devoted entirely to pleasure, rest and relaxation; and
- (4) Taking place before or after the **Academic Course** or during vacations recognised by the educational establishment.

Insured Journey

Any trip booked or undertaken by an **Insured Person** for the purpose of attending an **Academic Course** with the **Policyholder** in the **United Kingdom** involving travel outside the **Insured Person's Country of Residence** including **Incidental Holiday** travel within **Europe** up to a maximum of 14 days per trip.

Insured Person(s)

Any person or category of persons shown as being insured in the **Schedule**

Journey

Any trip described in the **Schedule**

Legal Proceedings

Legal action for the pursuit of a claim for damages.

Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Limb(s)

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or

above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or

- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall mean total and permanent loss of sight, which shall be deemed to have occurred

- (1) in both eyes when the **Insured Person(s)** name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Money

Coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the **Insured Person**.

Partner

the **Insured Person's**:

- (a) spouse or
- (b) civil partner registered pursuant to the Civil Partnership Act or
- (c) someone of either sex with whom the **Insured Person** has been living as though they were their spouse for at least 3 months.

Operative Time

The period of time for which **We** will cover the **Insured Person** as specified in the **Schedule**.

Period of Insurance

- (a) For the **Policyholder** from the effective date until the expiry date shown in the **Schedule** and any subsequent period for which **We** accept payment for renewal of this policy
- (b) For the **Insured Person** the periods shown in the **Schedule** commencing on the date the **Journey** has been booked by the **Insured Person** and expiring at midnight on the last day of the **Journey** for which premium has been paid

Cover for cancellation under the Cancellation and Curtailment Section of the Policy begins on the date the **Journey** has been booked by the **Insured Person** and ends when the **Insured Person** leaves home to commence the **Journey** or expiry of the **Period of Insurance** (whichever comes first). Cover under all other Sections begins when the **Insured Person** leaves home during the **Period of Insurance** to commence the

Journey and ends upon the **Insured Person's** return home or expiry of the **Period of Insurance** (whichever comes first).

Permanent Total Disablement

Any permanent disablement other than

- (a) **Loss of Hearing**
- (b) **Loss of Limb**
- (c) **Loss of Sight**
- (d) **Loss of Speech**

which lasts without interruption for more than 12 months from the date of **Accident** and in all probability shall continue for the remainder of the **Insured Person(s)** life that will prevent the **Insured Person** from engaging in or giving attention to **Business** profession or occupation of any and every kind

Prospects of Success

In respect of all claims it is always more likely than not that an **Insured Person** will

- (1) recover damages or obtain any other legal remedy which **We** have agreed to
- (2) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by **Us** or an **Appointed Representative** on **Our** behalf.

Public Conveyance

An air, land or water vehicle operated under licence for the transportation of fare-paying passengers.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an **Insured Person, Insured Person(s) Partner**, a member of the immediate family of the **Policyholder** or **Insured Person** or an employee of the **Policyholder**.

Repatriation

With prior approval from **Our** specialist emergency assistance provider and due solely to medical reasons, the return of the **Insured Person** to the **United Kingdom** or the **Insured Person(s) Country of Residence** by normal scheduled airlines or by an air ambulance or other suitable means of transport.

Schedule

The document which specifies details of the **Policyholder, Insured Persons, Operative Time** and any **Excess, Endorsements** and **Conditions** applying to the policy.

Strike

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.

United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

War

War, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil

We/Us/Our

Aviva Insurance Limited.

commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Winter Sports

Any outdoor winter pursuits or sports including, the following:

- skiing (including skiing outside the area of the normal compacted snow or ski slope i.e. off-piste)
- tobogganing
- snow boarding
- ice skating
- ski or ski bob racing
- mono skiing
- ski jumping
- ski boarding
- ice hockey or
- the use of bobsleighs or skeletons.

You/Your/Policyholder

The persons, companies, partnerships or unincorporated associations, named in the **Schedule** as the **Policyholder**.

Section 1 Cancellation, Curtailment or Change of Itinerary

Cover

If during the **Period of Insurance** as a direct and necessary result of any cause outside of the control of the **Policyholder** or **Insured Person** and

The **Insured Person**:

A Cancellation

Is forced to cancel an **Insured Journey**

We will reimburse **You** or the **Insured Person** for all non returnable deposits advance payments and other charges paid or due to be paid by **You** or the **Insured Person** for travel and accommodation in respect of the **Insured Journey** up to the Cancellation sum insured shown in the **Schedule** subject to a maximum payment of £50,000 in the aggregate in respect of any one incident

or

B Curtailment

Is forced to curtail an **Insured Journey** and return to the **United Kingdom** or their normal **Country of Residence**

We will reimburse **You** or the **Insured Person** up to the Curtailment sum insured shown in the **Schedule** for all non returnable deposits advance payments and other charges paid or due to be paid by **You** or the **Insured Person** for travel and accommodation in respect of the **Insured Journey**

and

the reasonable additional cost of travel and accommodation necessarily incurred to return the **Insured Person** to the **United Kingdom** or their normal **Country of Residence**

or

C Change of Itinerary

Following departure is forced to alter pre-booked travel arrangements in connection with an **Insured Journey**

We will reimburse **You** or the **Insured Person** for the reasonable additional costs of travel and accommodation necessarily incurred to enable the **Insured Person** to continue that **Insured Journey** up to the Change of Itinerary sum insured shown in the **Schedule**.

Extensions

A Travel Delay and Abandonment

If during a **Period of Insurance** an **Insured Person** is delayed for at least 12 hours from the scheduled departure time (as shown on the travel ticket) of the outbound **Journey** from the **Country of Residence** or the return **Journey** to the **Country of Residence** because the scheduled departure of a **Public Conveyance** is delayed due to a **Strike** or industrial action, adverse weather conditions, traffic flow congestion, mechanical breakdown or structural defect **We** will pay the benefit amount of

1. £20 for the first 12-hour delay and then £20 for each full 12-hour delay thereafter up to £1,000 or the cost of the **Journey**, whichever is lesser

or

2. Up to £7,500 less the **Excess** in respect of Curtailment shown in the **Schedule** if the **Insured Person** abandons his/her **Journey** after a delay of at least 12 hours of the scheduled departure time from the **Country of Residence**

B Missed Departure Additional Travel & Accommodation

If during a **Period of Insurance** as a result of the failure of a **Public Conveyance** due directly to a **Strike** or industrial action, adverse weather conditions, traffic flow congestion, default or financial failure or mechanical breakdown an **Insured Person** misses the international departure of **such Public Conveyance** on which the **Insured Person** is booked to travel from

the **Country of Residence** at the commencement of the **Insured Journey**

or

the initial point of departure at the end of the **Journey**,

We will indemnify the **Policyholder** in respect of reasonable additional travel and accommodation expenses incurred to reach the scheduled destination up to the Sum Insured of £1,000 for any one **Journey**, provided that:

(1) such travel is of a standard no greater than the class of transport on the outbound **Journey** and

(2) the standard of accommodation is up to but not superior to that in which the **Insured Person** was or would have been staying during the course of the **Journey**

Section 2 Course Fees

Cover

If during the **Period of Insurance** as a direct and necessary result of any cause outside of the control of the **Policyholder** or **Insured Person**

the **Insured Person** is forced to cancel any part of a **Academic Course** prior to the commencement of that **Journey**; or curtail or alter the itinerary of any part of a **Academic Course** during the course of that **Journey**;

We will indemnify the **Policyholder** up to the sum insured shown in the **Schedule** for any irrecoverable pre-paid college, university or language school course fee which the **Insured Person** has to pay or is contracted to pay.

Conditions applicable to Course Fees Section

(1) The **Insured Person** must obtain a medical certificate from a **Qualified Medical Practitioner** and prior approval of **Our** specialist emergency service provider to confirm the necessity to return home prior to Curtailment of the **Journey** .

(2) If the **Insured Person** fails to notify the travel agent, tour operator or provider of transport / accommodation immediately it is found necessary to cancel the **Journey Our** liability shall be restricted to the cancellation charges that would have applied had failure not occurred.

(3) If the **Insured Person** cancels the **Journey** due to **Incidental Illness** or **Accidental Bodily Injury** the **Insured Person** must provide a medical certificate from a **Qualified Medical Practitioner** stating that this necessarily and reasonably prevented the **Insured Person** from travelling.

(4) The **Insured Person** must provide invoice and receipts for unused course fees, charges or expenses claimed for.

(5) The **Insured Person** must provide written confirmation from the college, university or language school that the course or any part of it needs to be repeated or which necessitates absence from the course.

Section 3 Medical Expenses

Cover

In the event of the **Insured Person** sustaining **Accidental Bodily Injury** or contracting an **Illness** during the course of an **Insured Journey** during the **Period of Insurance** **We** will pay up to the sums insured shown in the **Schedule**:

A Medical Expenses

For reasonable and necessary emergency medical, surgical, **Hospital** or nursing home charges or fees levied by the National Health Service within the **United Kingdom** or incurred outside the **Insured Persons Country of Residence** and within Europe.

Including

Cost of rescue services

Emergency Dental Treatment incurred by an Insured Person during an Insured Journey up to a maximum amount of £500 in respect of Medical Expenses incurred for emergency dental treatment for the relief of pain and discomfort only

Emergency optical expenses

Complications of pregnancy as diagnosed by a **Qualified Medical Practitioner** who specialises in obstetrics provided that if travelling between 28 - 35 (inclusive) weeks the **Insured Person provides** a medical certificate- which must be dated no earlier than 5 days before the outbound travel date - issued by a doctor or midwife confirming the number of weeks of pregnancy and that they are fit to travel

B Emergency Repatriation Expenses

Upon the advice of **Our** specialist emergency service provider for the **Repatriation** of the **Insured Person** to their **Country of Residence** including reasonable and necessary costs incurred in repatriating the **Insured Person** to the most suitable **Hospital** or to the **Insured Person's** home address in **their Country of Residence** provided that such **Repatriation** is medically necessary and organised by **Our** specialist emergency service provider

C Supplementary Travel and Accommodation Expenses

For reasonable and necessary costs for the travel and accommodation expenses of the **Insured Person** incurred in returning to their **Country of Residence**

For travel and accommodation of up to two relatives or friends of **the Insured Person** who on medical advice from a **Qualified Medical Practitioner** are advised to travel to or remain with the **Insured Person**

Accommodation shall mean shall mean accommodation of a standard up to but not exceeding that in which the **Insured Person** was or would have been staying during the course of the **Journey**

For funeral expenses incurred in the burial or cremation of the **Insured Person** outside the **Country of Residence**

In transporting the **Insured Person's** body or ashes for burial in the **Country of Residence** (excluding funeral and interment costs in the **Country of Residence**)

In transporting the **Insured Person's Personal Belongings** (as defined in the **Personal Belongings** Section) back to the **Country of Residence**.

Conditions applicable to Medical and Emergency Repatriation Expenses Section

(1) The **Insured Person** must contact the specialist emergency assistance provider if the **Insured Person** requires in-patient **Hospital** treatment or **Emergency Repatriation** otherwise **We** may not be able to reimburse the costs incurred.

(2) If **We** incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the specialist emergency assistance provider to any person who is not insured under this policy, **You** shall reimburse **Us** in respect of such costs and expenses.

Section 4 Personal Belongings

Cover

In the event of the **Insured Person** suffering loss of or damage to **Personal Belongings** during an **Insured Journey** during the **Period of Insurance**. **We** will indemnify the **Insured Person** in respect of such loss or damage up to the Sum Insured shown in the **Schedule**

Provided that the maximum amount payable in respect of any one unspecified item will be £250

Conditions applicable to Personal Belongings Section

- (1) The **Insured Person** shall take all reasonable care in avoiding any loss or damage to their **Personal Belongings**.
- (2) **We** shall be entitled in the event of a loss and at **Our** sole option to replace any article lost (whether wholly or in part) or to reimburse the **Insured Person** not exceeding in any event the insured value thereof.
- (3) Any amount paid for Delayed Baggage will be deducted from any subsequent payment for total loss or subsequent damage where the delay to the baggage becomes permanent.
- (4) The **Insured Person** must retain any damaged articles for **Our** inspection. **We** shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.

Extensions

A Delayed Baggage

If during a **Period of Insurance** all or part of an **Insured Person's Personal Belongings** are lost or temporarily mislaid for more than 12 hours during any stage (other than the final return stage to the **Country of Residence**) of a **Insured Journey** **We** will reimburse the **Policyholder** up to the sum insured shown in the **Schedule** which has been paid for the purchase of essential items of replacement clothing or toilet requisites.

Any amounts paid under this Extension will be deducted from any subsequent amounts payable under **Personal Belongings** in respect of the same loss.

B Valuables (only if shown as "Insured" on Schedule of Benefits)

If during a **Period of Insurance** an **Insured Person** sustains loss of or damage to **Valuables** during an **Insured Journey** **We** will pay the **Policyholder**, on behalf of the **Insured Person**, in respect of such loss or damage up to a Sum Insured of £300 in total for any one **Insured Journey**

Specific Definitions applicable to the Personal Belongings Section

Personal Belongings

Items other than those defined in **Valuables** which are the property of the **Insured Person** or property for which they are personally responsible and which are taken on or acquired during an **Insured Journey**.

Valuables

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, cassette/compact disc players, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDA's, personal organisers, laptops, notebooks, netbooks, tablets and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

Section 5 Money

Cover

In the event of the **Insured Person** suffering the loss or theft of **Money** during the course of an **Insured Journey** during the **Period of Insurance**

or

occurring during the 120 hours immediately prior to such **Journey** or the 120 hours immediately following such **Journey** if obtained for the purposes of undertaking the **Insured Journey** and in the custody and control of the **Insured Person**.

We will indemnify the **Insured Person** in respect of such loss up to the sum insured shown in the **Schedule**.

Extensions

A Fraudulent Use of Credit Cards

If the **Insured Person** sustains financial loss as a direct result of a credit charge debit or bankers card being lost or stolen during an **Insured Journey** and it being fraudulently used by someone other than the **Insured Person**, **We** will indemnify the **Insured Person** for such loss up to sum insured shown in the **Schedule** for any one **Insured Journey** provided that the **Insured Person** has fully complied with all terms and conditions under which such card has been issued.

B Lost or Damaged Documents

If the **Insured Person** sustains loss of or damage resulting in any travel documents, driving licence, visa and/or passport required for an **Insured Journey** becoming void during the course of the **Insured Journey** **We** will indemnify the **Insured Person** in respect of any fees charged including those charged by the including those charged by the appropriate consular visa and/or passport office and for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to sum insured shown in the **Schedule** or any **Insured Journey**.

Section 6 Personal Liability

Cover

We will indemnify the **Insured Person** up to the Limit of Indemnity shown in the **Schedule** for sums which the **Insured Person** shall become legally liable to pay as damages and the **Insured Person(s)** proper costs and expenses in respect of **Accidental death** or **Accidental Bodily Injury** to any other person or Accidental loss of or damage to material property of any other person.

All costs and expenses incurred with **Our** written consent in respect of any claims against the **Insured Person** shall be payable in addition notwithstanding that **Our** total liability does not exceed the Limit of Indemnity shown in the **Schedule**

Conditions applicable to Personal Liability Section

- (1) The **Insured Person** shall give immediate notice to **Us** of any occurrence for which there may be liability under this Policy and shall provide **Us** with such particulars and information as **We** may require and shall forward to **Us** immediately on receipt every letter, writ, summons and process and shall advise **Us** in writing immediately the **Insured Person** has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
- (2) Neither **You** nor any **Insured Person** must admit any liability or pay, offer to pay or negotiate any claim without **Our** prior written consent.
- (3) **We** shall be entitled at **Our** discretion to take over and conduct in the name of the **Insured Person** the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against any other person(s) and the **Insured Person** shall give all information and assistance required.
- (4) **We** may at any time at **Our** sole discretion pay to the **Insured Person** a sum equal to the Limit of Indemnity for Personal Liability stated in the **Schedule** in respect of any occurrence or any lesser sum(s) for which the claim or claims arising from such occurrence can be settled and **We** shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- (5) In the event of a claim or series of claims resulting in the liability of the **Insured Person** to pay a sum in excess of the Limit of Indemnity for Personal Liability stated in the **Schedule** **Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payments to the **Insured Person** bear to the total payment made by or on behalf of the **Insured Person** in settlement of the claim or claims.
- (6) **Our** liability under Personal Liability for all damages payable by the **Insured Person** to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity shown in the **Schedule**.

Section 7 Overseas Legal Expenses Cover

We will negotiate on the **Insured Person(s)** behalf for legal rights to bring **Legal Proceedings** to pursue a civil claim resulting from an incident, for which the **Insured Person** is not at fault which causes the death of or personal injury to an **Insured Person** during an **Insured Journey**, provided that

- (1) the insured incident occurs during the **Period of Insurance**
- (2) **Prospects of Success** exist for the duration of the claim
- (3) in respect of any appeal or defence of an appeal, it has been reported to **Us** at least 10 working days prior to the deadline for any appeal
- (4) the maximum amount **We** will pay for **Costs and Expenses** for any one **Insured Person** in respect of any or all claims arising from one cause is £25,000
- (5) an **Insured Person** or their legal representative reports an insured incident as soon as possible and in any event no later than 180 days after the date the **Insured Person** knew or should have known about the insured incident and the **Insured Person** adheres to the following

An Insured Person(s) Duty

An **Insured Person** must report an insured incident to **Us** as soon as possible and in any event no later than 180 days after the date the **Insured Person** knew or should have known about the insured incident.

Legal Representation

- (a) On acceptance of a claim, if appropriate, **We** will appoint an **Appointed Representative**.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, the **Insured Person** is free to nominate an **Appointed Representative** by sending to **Us** the name and address of the suitably qualified person.
- (c) If **We** do not agree to the choice of **Appointed Representative** under (b) above, the **Insured Person** may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the **Appointed Representative**, **We** will ask the president of a relevant national law society to choose a suitably qualified person to represent the **Insured Person**. **We** and the **Insured Person** must accept such choice.
- (e) In all other circumstances **We** will be free to choose an **Appointed Representative**.
- (f) An **Appointed Representative** will be appointed by **Us** and represent the **Insured Person** according to **Our** standard terms of appointment (which may include a 'no win no fee' agreement). The **Appointed Representative** must co-operate with **Us** at all times.

Our Rights and the Insured Person(s) Obligations

- (a) **We** will have direct access to the **Appointed Representative** who will, upon request, provide **Us** with any information or opinion on the claim.
- (b) The **Insured Person** must co-operate fully with **Us** and the **Appointed Representative** and must keep **Us** up-to-date with the progress of the claim.
- (c) At **Our** request the **Insured Person** must give the **Appointed Representative** any instructions that **We** require.
- (d) The **Insured Person** must notify **Us** immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If the **Insured Person** does not accept the recommendation of the **Appointed Representative** to accept a reasonable offer or payment into court to settle a claim, **We** may refuse to pay further **Costs and Expenses**.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without **Our** prior approval.

Discontinuance of a Claim

If the **Insured Person**

- (a) settles a claim or withdraws a claim without **Our** prior agreement
 - (b) does not give suitable instructions to the **Appointed Representative**
 - (c) dismisses an **Appointed Representative** without **Our** prior consent
- the cover **We** provide will end immediately and **We** will be entitled to re-claim from the **Insured Person** any **Costs and Expenses We** have incurred.

Recoveries

The **Insured Person** must take every available step to recover **Costs and Expenses** that **We** have to pay and **You** must pay **Us** any **Costs and Expenses** that are recovered.

Disputes

If any difference arises between **Us** and the **Insured Person** in respect of the acceptance, refusal, control or handling of any claim under this section, the **Insured Person** can take the steps outlined in **Our** complaints procedure stated under **Our** Promise of Service.

Arbitration

The **Insured Person** has the right to refer any difference that arises between **Us** and the **Insured Person** in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by **Us** and the **Insured Person**. If there is a disagreement with regard to the choice of counsel, **We** will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

Section 8 Personal Accident

Cover

We will pay the sum insured shown in the **Schedule** for **Accidental Bodily Injury** to an **Insured Person** occurring during the **Period of Insurance** which within 24 months of the date of the **Accident** solely directly and independently of any other cause results in any of the benefits listed below

- **Death**
- **Loss of Limb(s)**
- **Loss of Sight**
- **Loss of Hearing**
- **Loss of Speech**
- **Permanent Total Disablement**

The amount payable to the **Insured Person** shall be the amount as stated in the **Schedule** for that category of **Insured Person**.

Extensions

Permanent Partial Disablement

In the event of an **Insured Person** suffering permanent disablement as a direct result of **Accidental Bodily Injury** We will pay a percentage of the benefit provided for **Permanent Total Disablement** depending on the degree of permanent disablement.

Benefits for specific disabilities are:

Permanent severance or permanent and total loss of use of

Intellectual Capacity	100%
The back or spine below the neck with no damage to the spinal Cord	40%
The neck or cervical spine with no damage to the spinal Cord	30%
A shoulder elbow or wrist	25%
A hip knee or ankle	20%
A thumb	30%
A forefinger	20%
Any finger other than a forefinger	10%
A big toe	15%
Any other toe	5%

Any permanent disability which is not covered by **Loss of Limbs Sight Hearing** or **Speech** or any of the benefits above up to a maximum 100% of the benefits above up to a maximum 100% of the **Permanent Total Disablement** benefit.

Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the **Insured Person** will not be taken into consideration during this assessment.

When more than one form of **Permanent Partial Disablement** results from **Accidental Bodily Injury** the percentages will be added together but **We** will not pay more than 100% of the **Permanent Total Disablement** in total

If a claim is made for **Loss of Limbs Sight Hearing** or **Speech** then a claim for **Permanent Partial Disablement** cannot also be made

Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days during an **Insured Journey** and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, such **Insured Person** will be presumed to have died.

However **You** will be required to repay any benefit if the **Insured Person** is found to have been alive or is found alive.

Policy Conditions

All of the following Policy Conditions apply to each Section of the policy.

Benefit Limits

1. Payment of Benefit

We will not pay under more than one of the benefits listed below in connection with the same **Accident** for the same **Insured Person**

Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
Permanent Total Disablement
Permanent Partial Disablement

After payment has been made for

Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
Permanent Total Disablement
Permanent Partial Disablement

no further payments shall be made by **Us** in respect of that **Insured Person** during the current **Period of Insurance**

2. Payment of Permanent Total Disablement

Benefit in respect of **Permanent Total Disablement** will be payable after the expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by **Us**.

It is the duty of the **Insured** or **Insured Person** to inform **Us** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded

3. Maximum Benefit

The maximum amount shown in the **Schedule** payable for any **Insured Person** for all **Accidental Bodily Injury** arising from any one **Accident**

4. Minors

If the **Insured Person** is under the age of 16 at the date of the **Accident** giving rise to a claim the maximum amount payable for Death will be £5,000

5. Accumulation Limit

The maximum **We** will pay in respect of all benefits under this policy in aggregate in respect of all **Insured Persons** involved in the same **Accident** shall not exceed the Maximum Accumulation Limit stated in the **Schedule** and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

Alteration of Risk

If

(a) there has been any alteration to the **Business** and/or the occupation or pursuits of any **Insured Person** after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, **Accident** or injury

or

(b) **Your** interest ceases except by will or operation of law

We will at **Our** option avoid the policy from the date of such alteration or when **Your** interest ceases, unless **We** accept the alteration.

Assignment

The **Insured Person** may not assign the benefits under this policy. **We** shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

Cancellation

- (1) **You** may cancel this policy at any time after the date **We** have received the premium by providing 30 days notice in writing to **Us**
- (2) If there is a default under **Your** Aviva credit agreement which finances this policy, **We** may cancel this policy by providing notice in writing to **You** in accordance with the default termination provisions set out in **Your** Aviva credit agreement.

If **Your** policy is cancelled under (1) or (2) above and provided that there have been no:

- (a) claim(s) made under the policy for which **We** have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which **You** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **Us**

during the current Period of Insurance **We** may, at Our discretion, refund to **You** a proportionate part of the premium paid for the unexpired period.

- (3) Where there is no Aviva credit agreement to finance this policy, **We** will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to **Your** last known address.
- (4) **We** may also cancel this policy at any time by sending not less than 30 days notice in writing to **Your** last known address. **We** will refund a proportionate part of the premium for the unexpired period provided that there have been no:
 - (a) claim(s) made under the policy for which **We** have made a payment
 - (b) claim(s) made under the policy which are still under consideration
 - (c) incident(s) which **You** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

Claims Procedure

If in relation to any claim **You** or the **Insured Person** have failed to fulfil any of the following conditions, **You** or the **Insured Person** will lose the right to indemnity or payment for that claim.

You or the **Insured Person** must

- (a) tell **Us** as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
- (b) as soon as practicable and at **Your** or the **Insured Person(s)** expense, provide **Us** with a written claim containing as much information as possible of the loss, destruction, damage, **Accident** or injury, including the amount of the claim
- (c) provide **Us** at **Your** or the **Insured Person(s)** own expense with all certificates information and evidence reasonably required by **Us** and in the form and of such nature as **We** may prescribe
- (d) immediately pass to **Us** unanswered, all communications from third parties in relation to any event which may result in a claim under this policy
- (e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without **Our** written agreement and the **Insured Person** shall
 - (a) submit to medical examination at **Our** request in respect of any alleged **Accidental Bodily Injury** where **We** shall pay the fee
 - (b) as soon as possible after the occurrence of any **Accidental Bodily Injury** obtain and follow the advice of a **Qualified Medical Practitioner**.

We shall not be liable for any consequences arising due to the **Insured Person(s)** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

Contribution

If at the time of an event giving rise to a claim there is any other insurance policy in force in **Your** or the **Insured Person(s)** name which covers **You** or the **Insured Person** for the same expense loss or liability **We** will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (1) refuse to pay the claim,
- (2) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (3) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (3) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **We** cancel a person's cover under (3) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

Hijack

If an **Insured Person** is the victim of a Hijack cover provided by this Policy shall continue for a period not exceeding twelve months from the date of **Hijack** to enable the **Insured Person** to complete the original **Journey** or to return to their Country of Residence.

Identification

The policy and the **Schedule** will be read as one contract. A particular word or phrase which is not defined in **Bold** will have its ordinary meaning.

Interest

We will not pay interest on any claim payable.

Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
 - **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
 - **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
 - **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
 - **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Policy Age Limit

Unless otherwise agreed by **Us** and specifically noted in this policy no person over the age of 75 will be covered by this policy.

Reasonable Precautions

You and the **Insured Person** must take all reasonable precautions to prevent

- (a) loss, destruction or damage to the property insured
 - (b) **Accident** or injury to any person or loss or destruction of, or damage to, their property
- and must comply with all legal requirements and safety regulations and conduct the **Business** in a lawful manner.

Subjectivity

At the inception of or during each **Period of Insurance**, the insurance provided by this policy may be subject to **You**

- (a) providing **Us** with any additional information.
- (b) completing any actions agreed between **You** and **Us**.
- (c) allowing **Us** to complete any actions agreed between **You** and **Us**.

If this is the case, then the **Schedule** will clearly state the information required and the dates **We** require such information by. Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option

- (i) modify **Your** premium.
- (ii) amend the terms and conditions of this policy.
- (iii) exercise **Our** right to cancel the policy under the Policy Condition for Cancellation.
- (iv) leave the policy terms, conditions, and premium unaltered.

The Contracts (Rights of Third Parties) Act 1999

Except for an **Insured Person**, a person who is not a party to this Policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

Policy Exclusions

This Part of the policy provides details of all Exclusions. Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.

This policy does not cover

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.
 - a. **War** in the **Insured Person(s) Country of Residence** or secondment
 - b. any action taken in controlling, preventing, suppressing or in any way relating to 1a above
The above exclusion shall be inoperative in the event of **War** being declared whilst the **Insured Person** is actually engaged on an **Insured Journey** abroad
- (2) the **Insured Person** engaging in any kind of flying other than as a fare-paying passenger
- (3) the **Insured Person** engaging in **Winter Sports**
- (4) the **Insured Person** travelling on a motorcycle over 125 cc
- (5) the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- (6) the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury.
- (7) the **Insured Person(s)** own criminal act.
- (8) the **Insured Person** being in a state of anxiety stress, depression or any phobia or mental or nervous disorder
- (9) any loss incurred after the expiry of the **Period of Insurance**
- (10) any loss to any **Insured Person** who is a professional sports person or a professional entertainer
- (11) any loss incurred during any **Incidental Holiday** trip outside **Europe** or within **Europe** whose duration exceeds 14 days unless such trip has been authorised and organised by the **Policyholder**
- (12) **You or the Insured Person** violating the laws or regulations of the country in which they are travelling

Section 1 Cancellation, Curtailment or Change of Itinerary

We will not be liable for any claim resulting from

- (1) the **Insured Person** travelling against or planning to travel against the medical advice of a **Qualified Medical Practitioner** or for the purpose of obtaining medical treatment.
- (2) disinclination to travel or if on an **Insured Journey**, deciding not to continue
- (3) any costs or charges paid or discharged by the use of promotional vouchers or awards of any description
- (4) the financial failure or omission or neglect of any provider or its agent of transport or accommodation.
- (5) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the **Insured Person** is due to depart such **Insured Person** is prevented from taking their trip due to
 - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary
 - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itineraryAll claims must be supported by documentary evidence that the **Insured Person** has been unable to obtain a refund from their travel and/or accommodation provider.
- (6) **Strike**, labour dispute or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) other than where the departure of any means of transport on which the **Insured Person** is booked to travel is delayed by at least 24 hours unless the delay is due to a **Strike** or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the **Insured Journey** was booked.
- (7) an **Insured Person** failing to check in according to the itinerary provided unless the failure was due to **Strike** or industrial action.
- (8) **You or the Insured Person** failing to produce or maintain immigration work residence or similar visas permits or documents for the country to which they are travelling.
- (9) regulations made by any Government or Public Authority.

- (10) any claim where it is subsequently found that the person involved is not an **Insured Person**. Any costs incurred in this event shall be **Your** sole responsibility
- (11) any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an **Insured Journey** was booked.
- (12) any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, college, university or language school or any agent acting for them or of any agent acting for the **Policyholder** or **Insured Person**;
- (13) additional travel and accommodation expenses where the means of transport and/or accommodation used is of a standard superior to that of the outbound leg of the **Journey**
- (14) more than a rateable proportion of any expenses which are also recoverable from any other insurance policy which is applicable to the **Insured Person**
- (15) any irrecoverable pre-paid college, university or language school course fee the **Insured Person** has to pay or is contracted to pay
- (16) any expenses incurred if the **Policyholder** or **Insured Person** is refused entry to the **United Kingdom** or has a Visa application refused
- (17) the amount of the **Excess** shown in the **Schedule** of each and every claim for Cancellation, Curtailment, Change of Itinerary
- (18) loss, charge or expense as a result of a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking; or an **Insured Person** deciding not to travel or if on a **Journey** deciding not to continue

Travel Delay and Abandonment

We will not be liable for any claim resulting from

- (1) the failure of the **Insured Person** to check in not later than the time indicated by the carriers unless the failure was due to **Strike** or industrial action.
- (2) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the **Insured Person** is due to depart from the **United Kingdom** such **Insured Person** is prevented from taking their trip due to
 - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary
 - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary
 All claims must be supported by documentary evidence that the **Insured Person** has been unable to obtain a refund from their travel and/or accommodation provider.
- (4) **Strike** labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the **Insured Journey** was booked.
- (5) delay where compensation is recoverable from the airline or other carrier.
- (6) any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an **Insured Journey** was booked.

Missed Departure Additional Travel and Accommodation

We will not pay any claim

- (1) If the **Insured Person** does not do everything possible to get to the International Departure Point from or to the **United Kingdom** for the time specified on the travel tickets.
- (2) any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an **Insured Journey** was booked.

Section 2 Course Fees

We will not pay any claim

- (1) any expenses incurred where a **Journey** is booked or undertaken against the advice of a **Qualified Medical Practitioner** or where the purpose of the **Journey** is to receive medical treatment or advice;
- (2) any expenses incurred as the result of the default or financial failure of any transport, accommodation provider, college, university or language school or any agent acting for them or of any agent acting for the **Policyholder** or **Insured Person**.
- (3) any costs or charges paid or discharged by the use of promotional vouchers or awards of any description
- (4) any expenses incurred as a result of disinclination of an **Insured Person** to travel or, if on a **Journey**, disinclination to continue
- (5) more than a rateable proportion of any expenses which are also recoverable from any other insurance policy which is applicable to the **Policyholder** or **Insured Person**
- (6) any expenses incurred where a **Academic Course** is cancelled as a result of redundancy or resignation of the **Insured Person** or of the termination of the **Insured Person's** employment within 31 days of the commencement of a pre-booked **Journey** or **Academic Course**
- (7) any expenses incurred as result of adverse changes in the **Policyholder's** or an **Insured Person's** financial circumstances
- (8) any expenses incurred as a result of regulations or order made by any Public Authority or Government
- (9) **Strike** labour dispute or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) other than where the departure of any means of transport on which the **Insured Person** is booked to travel is delayed by at least 24 hours unless the delay is due to a **Strike** or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the **Insured Journey** was booked.
- (10) any expenses incurred if the **Policyholder** or **Insured Person** was aware at the time of applying for this Insurance of any

reason why the **Journey** should be cancelled or curtailed

- (11) any expenses incurred if the **Policyholder** or **Insured Person** is refused entry to the **United Kingdom** or has a Visa application refused
- (12) the amount of the **Excess** shown in the **Schedule**
- (13) Redundancy or change of financial circumstances.

Section 3 Medical Expenses Emergency Repatriation Expenses and Supplementary Travel and Accommodation Expenses

We will not be liable for any claim resulting from

- (1) medical expenses incurred when the specific purpose of the **Journey** is for the **Insured Person** to receive medical treatment or advice
- (2) medical expenses arising from an **Illness** which the **Insured Person** is aware of and in respect of which the **Insured Person** is travelling against medical advice or where a terminal prognosis has been given
- (3) medical expenses incurred whilst on an **Insured Journey** within the **Insured Person(s) Country of Residence**
- (4) any expenses incurred 12 months after the date the need for treatment first arises.
- (5) any expenses which are recovered from any other insurance policy or national insurance programme which is applicable to the **Insured Person**;
- (6) dental or optical expenses other than those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the **Insured Journey**, and then only provided that all routine dental and optical treatment is completed prior to the **Insured Journey**
- (7) surgical or medical treatment which can be reasonably delayed until the **Insured Person's** return to the **Country of Residence**
- (8) medication and/or treatment which at the time of departure is known to be required or to be continued outside the **Country of Residence**
- (9) the amount of the **Excess** shown in the **Schedule**
- (10) any expenses incurred which in any way arise from or are attributable to sexually transmitted diseases;

Section 4 Personal Belongings

We will not be liable for any claim resulting from

- (1) loss or damage caused by
 - (a) moth or vermin or gradual deterioration, atmospheric or climatic conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)
 - (b) mechanical or electrical failure or breakdown
 - (c) any process of cleaning, dyeing, restoring, repairing or alteration.
- (2) loss or damage caused by delay detention or confiscation by order of any Government or Public Authority
- (3) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report)
- (4) theft or attempted theft of **Personal Belongings** from any unattended vehicle unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into
- (5) loss of or damage to vehicles their parts or accessories
- (6) loss of or damage to **Personal Belongings** sent as freight or under a bill of lading
- (7) loss of or damage to sports equipment (including winter sports equipment) while in use
- (8) loss or corruption of or damage to software, information or data contained in any computer, tapes or recording equipment or any cost incurred in repairing or replacing such information, software data computers, tapes or recording equipment'
- (9) any items of household furniture household appliances or household equipment
- (10) loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained
- (11) contact or corneal lenses, dentures, dental caps or crowns, hearing aids or fragile articles, or pedal cycles or laptop computers and sporting equipment whilst in use:
- (12) any article more specifically insured or recoverable under any other insurance
- (13) the amount of the **Excess** shown in the **Schedule** for each and every claim for **Personal Belongings** In the event of a claim under both the **Personal Belongings** and **Money** Sections of this Policy arising out of a single cause only one **Excess** will apply per **Insured Person**
- (14) loss of **Valuables**, unless:
 - (a) attended by the **Insured Person**or
 - (b) kept in a safety deposit boxor
 - (c) kept in a locked room if staying in home stay accommodation

Section 5 Money

We will not pay any claim for

- (1) any costs due to delay confiscation by customs or any other authority errors or omissions in receipts or payment or accountancy or depreciation in value
- (2) any loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the **Insured Person** will need to obtain a property irregularity report)
- (3) any loss or theft of a credit card, charge card or cash card which results in fraudulent use unless the **Insured Person** has complied with all the terms and conditions under which the card was issued
- (4) more than £250 in respect of **Money** and credit card misuse in total
- (5) traveller's cheques unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or if the issuing company provides a replacement service
- (6) promotional vouchers or awards or any goods or services obtained through the conversion of such vouchers or awards
- (7) any single loss of Coins bank or currency notes in excess of £100
- (8) the amount of the **Excess** shown in the **Schedule** of each and every claim for **Money** In the event of a claim under both the **Money** and **Personal Belongings** sections of this Policy arising out of a single cause only one **Excess** will apply per **Insured Person**
- (9) theft or attempted theft of **Money** from any unattended Vehicle unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment or in the case of a hatchback or estate car, under a purpose built luggage cover. There must be evidence that the vehicle has been broken into

Section 6 Personal Liability

We will not be liable for any claim arising from

- (1) any liability in respect of **Accidental** death or **Accidental Bodily Injury** sustained by any member of the **Insured Person(s)** family or any person who is under a contract of service with **You** and which arises out of and in the course of their employment by **You** or liability arising in connection with any **Business** profession or occupation
- (2) liability for loss of or damage to property belonging to or in the custody or control of the **Insured Person**, their family or of any employee or agent of the **Insured Person**
- (3) liability arising out of the ownership possession or use by the **Insured Person** of any land or buildings
- (4) liability arising from the ownership possession or use of any mechanically propelled vehicle aircraft hovercraft or watercraft (other than hand propelled watercraft) under the control of the **Insured Person**
- (5) liability arising out of the use of firearms
- (6) liability involving animals other than domestic cats and dogs and horses
- (7) liability assumed by the **Insured Person** by agreement unless such liability would have attached to the **Insured Person** in the absence of such agreement
- (8) liability which is the result of any claim resulting from the transmission of any communicable disease or virus
- (9) liability which is the result of any wilful malicious or unlawful act
- (10) any punitive or exemplary damages.

Section 7 Overseas Legal Expenses

We will not pay any claim

- (1) if the **Insured Person** does not keep to the terms, conditions and exceptions under Legal Expenses
- (2) where the **Insured Person** is more specifically insured under another policy or in respect of any amount which the **Insured Person** cannot recover from a more specific insurance because the insurer of that insurance refuses the claim
- (3) relating to the **Insured Person** driving a motor vehicle without a valid licence and/or insurance
- (4) relating to any **Illness**, death or **Bodily Injury** which develops gradually or is not caused by a specific sudden event
- (5) arising from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air
- (6) in respect of libel or slander
- (7) for **Costs and Expenses** incurred prior to **Our** written acceptance of a claim
- (8) for **Costs and Expenses** which have been incurred by the **Appointed Representative** on a contingency fee basis
- (9) in respect of any legal action an **Insured Person** takes which **We** have not agreed to or where an **Insured Person** does anything to hinder **Us** or the **Appointed Representative**
- (10) deliberately or intentionally caused by the **Insured Person** or as a result of the **Insured Person(s)** criminal act
- (11) for any fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority
- (12) in respect of an application for judicial review
- (13) relating to any non-contracting party's rights (other than those of an **Insured Person**) to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section
- (14) for a dispute with **Us** other than as catered for in conditions 6 and 7 Legal Expenses
- (15) against a tour operator, travel agent, insurer or their agent, a member of the **Insured Person(s)** family, another **Insured Person** under this policy, the **Policyholder** or **Us**.

Section 8 Personal Accident

We will not pay any claim for **Accidental Bodily Injury** directly or indirectly caused by the **Insured Person** suffering from

- (1) any gradually operating cause
- (2) any naturally occurring condition or degenerative process
- (3) **Illness** or disease (unless resulting directly from **Accidental Bodily Injury**).

Aviva Insurance Limited
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and the Prudential Regulation Authority