

INSURANCE SERVICES

Your MBNA Travel Insurance Policy

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Introduction – Contents

This is **your** MBNA Travel Insurance **Policy**. It has been arranged by AEGON Direct Marketing Services Europe Ltd. and is underwritten by White Horse Insurance Ireland Limited.

AEGON Direct Marketing Services Europe Ltd. act as an agent for the collection of premiums on behalf of White Horse Insurance Ireland Limited.

This **policy** booklet should be read together with your **schedule of benefits** and together they form the **policy** and the contract of insurance **you** have with White Horse Insurance Ireland Limited.

This evidence of insurance is to confirm that those persons who have paid the appropriate premium are insured under Master Certificate Number WHIL/ADMS/11/07

This document only constitutes as valid evidence of insurance when it is issued in conjunction with as valid **schedule of benefits** following the payment of the appropriate premium.

Please read this booklet as soon as **you** get it. It tells **you** what is and what isn't covered and tells **you** what to do if something goes wrong while **you** are away. If **you** don't follow the instructions then **your** claim may not be paid.

This booklet is organised into 8 parts

- Part 1 – Read Me First – provides important information about **your policy**
- Part 2 – Medical Warranty – provides important information about how to ensure **you** are fully covered for any **pre-existing medical conditions**
- Part 3 – Period of Insurance and Premium Payment
- Part 4 – Summary of Cover – summarises the cover provided
- Part 5 – Emergency Assistance – gives **you** a guide to the Emergency Assistance Service which is an important feature of **your policy**
- Part 6 – Acceptable Leisure and Winter Sports Activities
- Part 7 – The Policy – **your policy** wording in full and includes the terms, conditions and exclusions
- Part 8 – Claims and Complaint Procedure – explains what **you** should do if **you** wish to make a claim or are unhappy with any aspect of the service **you** have received.

Part I

Read Me First

Eligibility

We will only cover persons named on the **schedule of benefits** if:

1. their **country of residence** is the UK and they are registered with a doctor in the UK; and
2. they are under the age of 65 on the **policy effective date**.

Children are covered on this **policy** only when they meet the definition of **child**. They are permitted to travel independently. The **schedule of benefits** indicates the maximum age a **child** can be covered under the **policy**.

Health

It is very important that **you** read Part 2 – Medical Warranty on page 3. This applies to all **insured persons** and anyone else whose good health **your trip** depends on, whether travelling or not.

Conditions, exclusions and warranties

Conditions and exclusions will apply to individual sections of **your policy** while general exclusions and 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.

Leisure and Winter Sport Activities

You are only covered under the **policy** for claims arising from **Acceptable Leisure and Winter Sport Activities**. (Please refer to Part 6 of this booklet.)

Property claims

These claims are paid based on the value of the goods at the time **you** lose them and not on a 'new for old' or replacement cost basis. An allowance for wear, tear and depreciation will be deducted. Certain items of personal property are not covered, and are referred to on page 9 of this booklet.

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 vehicle, automobile, aircraft or any mechanically-propelled conveyance.

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 any **single item, valuables**, items for which an original receipt, proof of purchase or an insurance valuation is not supplied and loss, theft or damage occurred 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** per **insured person**. 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 the **insured person** was not carrying on their person unless placed in a safety deposit box or similar locked, fixed receptacle.

Claims and Complaint Procedure

If **you** need to make a claim or have any cause for complaint regarding this insurance, please refer to Part 8 of this document for the procedure to follow.

Cancellation period

If, after reading this **policy**, the **policyholder** is not satisfied with it for any reason, they must return this **policy** booklet and **schedule of benefits** to AEGON Direct Marketing Services Europe Ltd. within 14 days of receipt in order to receive a full refund of premium, provided that a claim does not exist and that travel has not taken place.

Part 2 – Medical Warranty

Medical Health Requirements

At the time of buying or renewing **your policy**, if **you** or any of **your travelling companions** have been admitted as an inpatient in the past twenty four months or have suffered from or received any form of medical advice, treatment or medication for a:

- 1) Heart or circulatory related condition (eg hypertension, angina or stroke)
- 2) Lung or breathing related condition other than well-controlled, mild asthma, suffered in isolation
- 3) Cancerous condition
- 4) Kidney related disorder

then **you** must contact our health screening service, Health Check, in order to arrange cover for that condition. Failure to advise Health Check of a **pre-existing medical condition** may result in claims for those undisclosed conditions not being paid.

Please contact Health Check on 0800 023 2163.

Exclusions relating to you, your travel companions or anyone else upon whom your travel plans depend. Please note that there is no cover for any claims arising directly or indirectly if, at the time of effecting this insurance, **you, your travelling companions** or anyone else upon whom **your** travel plans depend:

- i) is travelling or acting against the advice of a medical practitioner
- ii) is travelling for the purpose of obtaining treatment
- iii) is on a hospital waiting list
- iv) is awaiting the results of medical tests or investigations
- v) is receiving ongoing dialysis treatment
- vi) has been given a terminal prognosis
- vii) has a psychological condition (including anxiety, stress, depression, psychiatric or eating disorders)
- viii) is due to give birth within ten weeks of the booked start or return date of your **trip**

Cover is also excluded for non-travellers who are receiving advice, treatment or medication for a heart

or circulatory related condition, a lung or breathing related condition other than well-controlled, mild asthma suffered in isolation, a cancerous condition or a kidney related disorder.

What will happen when you call Health Check?

Our trained operators will ask **you** a few simple questions about **your** intended holiday and the medical condition. **You** will be advised as to whether **your pre-existing medical condition** can be covered and whether there will be an additional premium to pay or any changes to the **policy** terms and conditions.

This quotation is valid for 30 days from the date given. If cover can be provided, **you** will be given an acceptance code and a letter will be sent to **you** upon receipt of payment, detailing the extension of cover. Please read this letter carefully and keep it with **your** insurance documents as it confirms the terms of the cover. Please note that cover is not effective until **you** are in receipt of this letter.

What will happen if you do not contact Health Check?

If **you** do not contact Health Check **you** will not be covered in the event of a claim arising out of **your pre-existing medical condition**.

Part 3 – Period of Insurance & Premium Payment

When does my insurance begin?

Your MBNA Travel Insurance Policy will begin on the **policy** effective date, as specified on the **schedule of benefits**. For single **trip policies**, cover under Section I (Cancellation and Curtailment charges) applies as soon as the **trip** has been booked and the premium has been paid but for Annual Multi-Trip **policies**, Cancellation and Curtailment cover applies from the start date shown on **your schedule** or at the time **you** book **your trip**, whichever is the later. Cover under the other sections starts when **you**

leave **your** home or from the Start Date shown on the **schedule of benefits**, whichever is the later (save for sections 3. Medical Expenses and Repatriation and 4. Hospitalisation, which only start once **you** are outside the UK). Insurance cover for these sections cannot start more than 24 hours before the booked departure time or end more than 24 hours after **your** return.

Single Trip

A single **trip** beginning and ending in the UK. Cover is provided for holidays within the UK if **you** have booked accommodation for two or more nights.

One Way Trip

A single outward **trip** beginning in the UK. Cover ends when **you** arrive at **your** final country of destination.

Annual Multi-Trip

This **policy** gives **you** cover for as many **trips** as **you** like during the annual **policy** period, as long as no single **trip** lasts longer than 31 days. **We** also provide cover for up to 17 days for **winter** sports subject to the appropriate additional premium being paid, and the cover confirmed on **your schedule of benefits**. Please refer to Sections 15-19 of Part 7.

Cover is provided for **trips** within the UK if **you** have booked accommodation for two or more nights.

Special Note

Please remember that it does not matter how long **you** buy the cover for; it ends when **you** return to the UK.

Premium Payment

Multi-Trip Premium Payment

Your policy will need to be renewed at the end of each complete year after the **policy effective date**, and the **policyholder** will need to pay the amount of premium set out in the **schedule of benefits** (or at the rate in effect at the time of renewal following prior notification by **us**) by the due date.

If the **policyholder** does not pay the premium by the due date, they have 30 days in which to pay it. If it is not paid during that period, the cover will be cancelled from the date on which the unpaid

premium was due. If the premium is paid during the 30 day period, then cover will operate as if it had been paid on the due date.

Single Trip Premium Payment

A single premium payment must be made prior to cover being in effect under the **policy**.

Loyalty Discount for Multi-Trip

Where the **policy** is renewed following 12 months consecutive and uninterrupted cover; a loyalty discount of 5% will be available for the following **policy year**. Following two successive years of uninterrupted cover; the loyalty discount will increase to 10%.

When does my insurance end?

Multi-Trip

Your policy will end on the earliest of the following dates:

- the day before the **policyholder** does not pay a premium when due; or
- the date the **policyholder** or **we** cancel the insurance.

At the end each **policy year**, **we** may write to the **policyholder** at their last known address and provide them with the opportunity to extend their insurance for the next **policy year**. They will be asked to contact us if there are any changes in the personal circumstances of any **insured person** at this time. Renewal will not be possible if any **insured person** has reached the age of 65.

If due to reasons of the ill health of **you** or **your travelling companion**, **your trip** cannot be completed within the period of insurance, **we** will extend **your** cover on a day-by-day basis provided that the Emergency Assistance Company has been notified.

Single Trip

In the case of a single **trip** beginning and ending in the UK, **your policy** will end on the date that you return to **your** home and no later than the **Trip End Date** shown in the **schedule of benefits**.

In the case of a One Way **Trip** **your policy** will end when **you** arrive at **your** final country of destination and no later than the **Trip End Date** in the **schedule of benefits**.

Part 4 – Summary of Cover – Limits and Excesses

The table below sets out the maximum benefit payable and the **excesses** under each section of your **MBNA Travel Insurance Policy**. The full details of the terms and conditions relating to each section of cover can be found in the relevant section of Part 7 of this booklet.

Section	Cover	Policy Limits for each insured person per trip	Excesses for each insured person per trip
1	Cancellation and Curtailment	Up to £5,000	£50
2	Personal Effects and Baggage	Up to £1,500 (£250 single item)	£50
	Single Article Limit	£250	£50
	Valuables Limit	£250	£50
	Loss of Travel Documents	Up to £500	-
	Baggage Delay	£100 per 12 hours up to £300	-
3	Medical Expenses & Repatriation	Up to £10 million	£50
	Dental Expenses	Up to £300	£50
4	Hospitalisation	£20 per day up to £1,000	-
5	Travel Delay	£25 per 12 hrs up to £100	-
	Holiday Abandonment	Up to £5,000 after 24 hour delay	£50
6	Natural Disaster	Up to £500	-
7	Personal Money	Up to £500 (£300 cash) (£100 for under 18's)	£50
8	Personal Accident	Up to £30,000	-
9	Personal Liability	Up to £2 million	-
10	Mugging	£500	-
11	Missed Departure	Up to £1,000	£50
12	Legal Expenses	Up to £25,000	-
13	Pet Care	£50 per day up to £200	-
14	Hijack	£100 per day up to £1,000	-
Additional Winter Sports Cover			
15	Winter Sports Equipment		
	Owned	Up to £1,000	£50
	Hired	Up to £500	£50
	Single Item Limit	Up to £250	£50
16	Ski Hire Due to Loss or Delay	£20 per day up to £200	-
17	Ski Pack	£50 per day up to £300	-
18	Avalanche Cover	Up to £300	-
19	Piste Closure	£20 per day up to £300	-
See Part 5	Emergency Helpline	24 hours a day, 365 days a year	-

Part 5 – Emergency Assistance

24-hour Worldwide Emergency Assistance Service

Our Emergency Assistance Service is operated by a worldwide organisation specialising in emergency assistance services. The service is available to all travellers insured under this **policy** and operates 24 hours a day, 365 days a year.

This service covers **you** and any other **insured person** under this **policy**. If a medical emergency arises outside the UK, **you** can telephone the number shown below if **you** would like to use the service. The experienced co-ordinator who takes **your** call will:

- Call **you** back immediately if **you** ask
- Make sure hospitals are contacted
- Guarantee payments of medical fees, if covered
- Consult medical advisers
- Arrange **your** return to the UK if this is medically necessary and the doctor treating **you** believes it is safe for **you** to be moved.

If **you** or anyone else insured under this **policy** has to be admitted to a hospital or clinic, **you must telephone the Emergency Assistance Service before admission**. If **you** are admitted in an emergency, **you** or someone else on **your** behalf, **must telephone the Emergency Assistance Service as soon as possible after your admission**.

Direct settlement of medical expenses abroad

If **you** are admitted to a hospital or clinic while abroad, the Emergency Assistance Service will arrange for insured in-patient medical expenses to be paid direct to the hospital or clinic. To guarantee payment, the Emergency Assistance Service **must be advised immediately, with full medical details**.

For all reasonable outpatient medical expenses up to £250, **you** should pay the hospital, clinic, medical practitioner or pharmacy, obtain and keep receipts and claim from us when **you** return to the UK.

Medical Assistance

If **you** are ill or have an accident while abroad, the Emergency Assistance Service will give **you** immediate advice on hospitals, doctors and dental practitioners and, if necessary, help in obtaining and dispatching medicines which are not available locally. The Emergency Assistance Service will also arrange transport **home** when this is considered to be medically necessary.

Cutting short your trip

The Emergency Assistance Service is authorised to arrange **your** return to the UK if **you** need to make a claim under Section 1 – Curtailment. **You must call them and allow them to make the arrangements for your return** otherwise the costs may not be covered.

Reciprocal Health Agreements European Union

If **you** are travelling to countries within the European Union, Iceland, Liechtenstein, Norway or Switzerland, **you** should take **your** European Health Insurance Card (EHIC) with **you**. This can be obtained by completing a form at **your** local Post Office or applying online through www.dh.gov.uk. This will allow **you** to benefit from the reciprocal health arrangements which exist with these countries. **You** should take reasonable steps to use these arrangements where possible.

Australia

If **you** require medical treatment in Australia, **you** must enrol with a local Medicare office on the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge.

MEDICAL EMERGENCY TELEPHONE NUMBER

+44 (0) 845 271 4482

Please quote **your** **policy** number and the telephone number from which **you** are calling.

Legal Helpline

+44 (0) 845 271 4482

Part 6 – Acceptable Leisure and Winter Sport Activities

The following leisure activities are covered by **your policy** if **you** do them during **your trip** as long as they are amateur activities, conducted under adequate supervision and on an incidental basis. **Winter Sports Activities are only covered if this cover has been selected by you as indicated on the schedule of benefits.**

Leisure Activities

- 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 metres 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 licence and is wearing a crash helmet)
- netball
- orienteering
- paintballing (providing protective eye-wear and clothing is worn)

- parasailing (over water)
- pony trekking
- racquetball
- rambling
- river canoeing
- roller skating/blading
- rounders
- rowing
- safari (if pre-booked through UK operator, excluding the use of firearms)
- sail boarding
- sailing within territorial limits
- scuba diving up to 15 metres (excluding solo dives and no dives less than 24 hours before departure)
- skate boarding
- snorkelling
- squash
- surfing
- tennis
- track events
- trekking (under 2,000 metres altitude)
- triathlon
- volleyball
- water skiing
- white water rafting (up to grade 4)
- windsurfing
- yachting (inside territorial waters).

Important Note: If **you** take part in an activity that is not listed, cover will be excluded.

Winter Sports Activities

- Cross-country skiing or Nordic skiing (guided)
- Mono skiing
- Off-piste skiing (with a qualified guide in areas that resort management consider to be safe)
- Off-piste snowboarding (with a qualified guide in areas that resort management consider to be safe)
- Recreational racing
- Skiing (on recognised pistes)
- Snowboarding (on recognised pistes)
- Snow sledging.

Important Note: If **you** take part in an activity that is not listed then cover will be excluded.

Part 7 – The Policy

This **policy** is evidence of a contract between the **policyholder**, and **us**, the **insurer**, White Horse Insurance Ireland Limited.

We agree to provide the insurance cover described in this **policy** provided the premium is paid when it is due and **we** agree to accept it.

All **policy** administration is provided by AEGON Direct Marketing Services Europe Ltd. and claims services by White Horse Insurance Ireland Limited Claims Department.

Definitions

We use certain words in this **policy** which have a specific meaning. Any word defined below will have the same meaning wherever it is shown in **your policy** in bold print.

These definitions have been listed in alphabetical order:

Accident/Accidental means 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.

The following are not included in the definition:

- the contracting of any disease, illness and/or medical condition
- the injection or ingestion of any substance
- any event which directly or indirectly exacerbates a previously-existing physical bodily injury.

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

Business equipment means computer equipment, communication devices and other business-related equipment that is carried by **you** in the course of **your** business.

Child/Children means any **child** born to or legally adopted by **you** or **your partner** who permanently resides with **you** and is either:

- 3 years of age or younger; or
- 17 years of age or younger on a family **policy** where this is indicated on the **schedule of benefits**.
Note: A maximum of 8 **children** may be covered under this **policy**.

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

Country of residence means the country of permanent residence in which **you** live, for no less than 6 months of the year.

Excess means the first amount that **you** have agreed to pay towards a claim under each section of this **policy**.

Geographical limits means the areas of the world that **you** have selected to be covered for **your trips** as indicated on the **schedule of benefits**.

Area 1: The United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland.

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 (except Algeria, Lebanon, Libya and Israel).

Area 3: Australia and New Zealand.

Area 4: Worldwide (excluding USA and Canada).

Area 5: Worldwide (including USA and Canada).

Home means **your** usual place of residence in the UK for no less than 6 months of the year.

Insurance Premium Tax (IPT) means a Government tax which must be paid by **you** in addition to the insurance premium.

Money means bank and currency notes and coins and traveller's cheques.

Pair or set means two or more items of **Personal Effects and Baggage**, which are complimentary or used or worn together.

Partner means either:

- a person who is legally married to you; or

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- a person (including same sex) with whom **you** have co-habitated with for at least 6 months.

Personal effects and baggage means luggage, clothing, **valuables** and personal items which are owned by **you** and have been either taken or purchased on **your trip**.

The following are not included in the definition: animal skins, antiques, bicycles, bonds, coupons, documents of any kind, **money**, securities, stamps, traveller's cheques, mobile phones, computer or telecommunications equipment of any kind, contact or corneal lenses, diving equipment, furs or musical instruments.

Pre-existing medical condition means any medical condition that is required to be advised to the **insurer** via Health Check in accordance with the criteria detailed in Part 2 – Medical Warranty.

Policy means **your schedule of benefits**, this **policy** booklet and any endorsements.

Policy year means the 12 month period as indicated on the **schedule of benefits** which, when reached, **we** may offer to extend **your** insurance cover for a further 12 month period.

Policyholder means the **policyholder** named on the **schedule of benefits**.

Public transport means a train, bus, coach, ferry service or scheduled airline flight operating to a published timetable to join the booked travel itinerary.

Redundancy/redundant means **you** being made **redundant** within the meaning of the UK employment legislation. **You** must have been given a Notice of **Redundancy** and be receiving payment under the current **redundancy** payments legislation.

The following are not included in the definition:

- any employment which has not been continuous and with the same employer
- any employment which is not on a permanent basis
- any employment which is on a short-term fixed contract
- any instance where **you** had reason to believe that **you** would be made **redundant** at the time of booking **your trip**.

Relative means brother, brother-in-law, daughter, daughter-in-law, fiancé(e), grandchild, grandparents, legal guardian, parent, parent-in-law, sister, sister-in-law, son, son-in-law, **partner** or spouse who live in the UK.

Schedule of benefits means the insurance validation document issued by AEGON Direct Marketing Services Europe Ltd. as part of this **policy** which describes **you** and the **insured person(s)** who are covered under this **policy**.

Serious illness or serious injury means any illness or injury that in the opinion of the doctor in attendance and the **insurer's** medical advisors would prohibit **you** from completing **your trip**.

Single item means any one article, **pair**, **set** or collection.

Sports equipment means those items that are usually worn, carried, used or held during the participation in a sporting activity.

The following are not included in the definition:

- ski equipment (including skis, ski bindings, ski boots, ski poles, snowboard, snowboard bindings and snowboard boots);
- golf equipment (including golf clubs, golf bags and golf shoes).

Total disablement means **you** are prevented from engaging in paid employment or paid occupation of any and every kind, but for **children** any occupation not normally reserved for the handicapped.

Travelling companion means a person **you** travel with who **you** cannot make **your trip** without.

Trip/Trip duration means any journey within the period of insurance which lasts or is scheduled to last for 45 days or less. This is measured from when **you** leave **your home** and ends on **your** return, during the period of insurance, to either:

- (a) **your home**; or
- (b) a hospital or nursing home in the UK following **your** repatriation.

Trip includes journeys within the UK where at least two nights accommodation has been booked and paid for in advance. Cover for UK **trips** does not include coverage under Sections 3, 4 or 11. United Kingdom includes England, Scotland, Wales and Northern Ireland.

Trip includes a one way **trip** which is a single outward **trip** beginning in the UK with cover ending when **you** arrive at **your** final country of destination.

Valuables means articles made of or containing gold, silver or other precious metals, jewellery, leather goods, photographic equipment, precious or semi-precious stones, silks, telescopes, watches, computer equipment, cameras, compact disc players, MP3

players & iPods, sunglasses, spectacles, Mini-Disc players.

Winter sports means guided cross-country skiing (Nordic skiing), mono skiing, off-piste skiing or snowboarding (in areas designated safe by resort management), recreational racing, skiing, snowboarding and snow sledging.

Extreme **winter sports** are not covered by this **policy**. These include, but are not limited to: 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-doing, ski flying, ski jumping, ski racing or training, the use of skeletons or bobsleighs, snowmobiling, tobogganing.

We/Us/Insurer/Our means White Horse Insurance Ireland Limited.

You/Your/Yours/Insured person means the **policyholder** and their **partner** if named on the **schedule of benefits** and any of their **children** who are covered under this **policy** as indicated on the **schedule of benefits**.

Scope of Cover

If all premiums have been paid when due and subject to all the terms and conditions of this **policy**, we will insure **you** for the following:

Section I – Cancellation and Curtailment Charges

What You Are Covered For:

If **your trip** is cancelled or curtailed due to any one of the reasons listed below occurring to **you** or **your travelling companion** during the covered period, the **insurer** will indemnify the **insured** person up to the amount shown in Part 4:

- **Cancellation**
for travel and accommodation expenses paid or contracted to be paid by **you** in respect of **your own trip** (prior to any occurrence giving rise to a claim under this section) which are not recoverable.
- **Curtailment**
for travel expenses to **your home** and pro-rata amount of the total pre-paid or contracted cost for each complete day of the **trip** which is foregone and which are not recoverable (excluding pre-paid or contracted costs for transportation to return **home** and used travel ticket costs).

Reasons for Cancellation and Curtailment:

- (a) death, **serious injury or serious illness**, occurring during the period of insurance, to **you**, **your travelling companion**, a **relative** or **close business associate** of **you** or **your travelling companion**, or the person with whom **you** have arranged to stay whilst on the **trip**;
- (b) **you** being called for jury service or witness call;
- (c) accident to **your** vehicle within 7 days prior to intended date of departure (applicable to self-drive holidays only);
- (d) **you** posting overseas or emergency and unavoidable requirements of duty in the Armed Forces, Police, Fire, Nursing or Ambulance Services;
- (e) **you** **redundancy** notified during the period of insurance which qualifies for payment under UK employment legislation;
- (f) fire, flood or burglary at **your home** or place of business occurring or becoming apparent within 5 days prior to the commencement of the journey or holiday;

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- (g) **your** presence being required by the police following burglary at **home** or **your** place of business; or
- (h) **your** pregnancy, provided you were not pregnant at the time of booking the insurance, and where birth is expected within 10 weeks of the booked return date of your **trip** or complications of pregnancy.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, **we** will not pay for:

1. the **excess** as shown in Part 4; (this is limited to £15 for claims relating just to the loss of a deposit);
2. claims arising directly or indirectly from:
 - a) a medical condition that is required to be advised to the **insurer** via Health Check in accordance with the criteria detailed in Part 2 – Medical Warranty unless declared to and accepted by **us** and **we** confirm it in writing.
 - b) a medical condition which is specifically advised as excluded in Part 2 – Medical Warranty.
3. claims arising if **you**:
 - (i) are travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment; or
 - (ii) are on a hospital waiting list or awaiting the results of medical investigations; or
 - (iii) have received a terminal prognosis at the date of application;
4. claims arising which are not supported by written medical confirmation and clinical reports from medical service providers, as well as all other proof of the happening of an event causing Cancellation or Curtailment;
5. claims for any costs associated with unused timeshare property;
6. claims arising where **you** have not been able to receive the necessary inoculations or vaccinations or obtain necessary visas;
7. claims arising from any loss resulting from the cancellation or delay of a flight, subsequent to **your** initial international departure or return from or to **your country of residence**.

SPECIAL NOTE:

It is a condition of this section that any claim for Cancellation is advised verbally to the claims administrators as soon as possible and then confirmed in writing to them as soon as possible thereafter. Curtailment must be authorised by the Emergency Assistance Company following

confirmation from the treating doctor that IT IS MEDICALLY NECESSARY THAT THE INSURED CURTAILS THEIR TRIP.

If **you** curtail your **trip** due to an illness/death of a third party, family member or **relative** then **you** must also ring the Emergency Assistance Company; otherwise **your** claim may be declined. **You** must always mitigate your costs.

Section 2 – Personal Effects and Baggage

Section 2 only applies if Baggage Cover has been selected and indicated on **your** schedule of benefits and the appropriate premium been paid.

What You Are Covered For:

- **Lost, Stolen or Damaged**

We will pay **you** up to the amount as shown in Part 4, for the value of **personal effects and baggage** taken or purchased on **your** trip by **you** which are accidentally lost, stolen or damaged. The maximum payment for any **single item** is shown in Part 4. The maximum payment for **valuables** is shown in Part 4. The maximum payment for any **single item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £60, subject to a maximum of £300 for all such items
- **Travel Documents**

The **insurer** will reimburse **you** up to the maximum as shown in Part 4 for the value of Travel Documents (passport, green cards, travel tickets and accommodation vouchers) held by **you** which are lost or stolen (and reasonable expenses directly consequential upon any such loss)
- **Baggage Delay**

The **insurer** will reimburse **you** for the cost of purchase of necessities, up to the maximum as shown in Part 4 should **personal effects and baggage** be delayed or lost in transit on the outward journey for more than 12 hours. Payment made under this heading will be set against the amount of any claim arising if the **personal effects and baggage** are permanently lost. **You** must supply receipts for the items purchased and confirmation from the carrier of the length of delay.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, we will not pay for:

1. the **excess** as shown in Part 4;
2. wear, tear and depreciation of the article(s);
3. claims arising from breakage of fragile articles unless caused by fire or accident to a vehicle;
4. claims arising for loss, theft or damage to prams, buggies, wheelchairs, pedal cycles, motor vehicles, marine or diving equipment and craft, surfboards, sailboards or related equipment or fittings of any kind;
5. claims arising from damage caused by leakage of powder or liquid carried within **personal effects or baggage**;
6. claims arising for **money**, cheques, contact lenses, antiques, computer equipment of any kind, mobile telephones, TV sets;
7. claims arising for theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
8. claims arising for loss or damage 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;
9. claims arising for breakage of **sports equipment** whilst in use (unless ski equipment and the appropriate **winter sports** cover has been effected);
10. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
11. claims arising for loss, theft or damage to household goods or anything shipped as freight or under a Bill of Lading;
12. claims arising for loss or damage of dentures or bridgework, artificial limbs or hearing aids of any kind;
13. claims arising for personal effects 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;
14. claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot, glove box or locked & secured roof box between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a police report;

15. claims arising for loss or damage to items carried on a vehicle roof rack;
16. claims arising for 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.

Section 3 – Medical Expenses and Repatriation

What You Are Covered For:

We will pay **you** up to the amount shown in Part 4 in respect of the following expenses necessarily incurred as a result of **you** sustaining accidental bodily injury, becoming ill or **your** death:

1. Medical Expenses

- (a) cost of medical, surgical or hospital treatment (including emergency dental treatment up to the amount shown in Part 4 for the immediate relief of pain only). The **insurer** reserves the right to repatriate when, in the opinion of the doctor in attendance and the **insurer's** medical advisors, the **insured person** is fit to travel;
- (b) cost of transporting **your** remains to the UK, or the reasonable cost of funeral in the country where death occurs, if other than **your** usual country of residence, up to the amount shown in Part 4;
- (c) reasonable additional transportation and accommodation costs incurred by **you** and any one of **your travelling companions**, as a result of **your** receiving medical advice from the doctor in attendance and the **insurer's** medical advisors that **your** originally planned return journey to the UK is impossible due to medical reasons. (Payment shall be based upon the average cost of transportation and accommodation incurred prior to the originally planned return date.)

2. Emergency Repatriation

- (a) the cost of return to the UK of an injured or sick **insured person** by air ambulance or other medically appropriate means where, in the opinion of the **insurer's** medical advisors, such return is medically necessary.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, we will not pay for:

1. the **excess** (unless **you** use an EHIC which successfully reduces the amount of the claim) as shown in Part 4;

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2. claims arising directly or indirectly from:
 - a) a medical condition that is required to be advised to the **insurer** via Health Check in accordance with the criteria detailed in Part 2 – Medical Warranty unless declared to and accepted by **us** and **we** confirm it in writing;
 - b) a medical condition which is specifically advised as excluded in Part 2 – Medical Warranty;
3. claims arising if **you**:
 - i. are travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment; or
 - ii. are on a hospital waiting list or awaiting the results of medical investigations; or
 - iii. have received a terminal prognosis at the date of application;
 - iv. are undergoing dialysis treatment;
 - v. are suffering from any psychological or mental disorder;
4. claims arising for treatment or surgery which, in the opinion of the **insurer's** medical advisors, is not essential or can reasonably be delayed until **your** return home;
5. claims arising from the additional costs of single or private hospital room accommodation;
6. claims arising from medical treatment of any kind received after **you** have returned to the UK;
7. claims arising directly or indirectly from pregnancy, other than complications of pregnancy occurring prior to the thirtieth week;
8. claims arising from medical treatment of any kind not authorised at the time by a recognised registered medical practitioner;
9. claims arising from medical treatment of any kind occurring after **you** have refused the offer of repatriation when, in the opinion of the doctor in attendance and the **insurer's** medical advisors, **you** are fit to travel;
10. claims arising in respect of elective medical treatment, physiotherapy treatment and other associated therapies.

SPECIAL NOTE:

You must always contact the Emergency Assistance Company as soon as possible in the event of:

- the death of an **insured person**;
- incurring medical expenses in excess of £250;
- **you** being involved in an accident;
- being admitted to hospital; or
- curtailing **your trip** for medical reasons.

Liability shall only attach for expenses agreed by the Emergency Assistance Company. If **you** do not contact the Emergency Assistance Company, the insurer may not accept liability of a claim.

Section 4 – Hospitalisation

What You Are Covered For:

We will pay **you** the amount shown in Part 4 for each and every completed period of 24 hours for which **you** are an in-patient in a hospital abroad, as a direct result of an accidental injury or illness which is covered under the Emergency Medical Expenses and Repatriation section.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**; **we** will not pay for:

1. claims where the Emergency Assistance Company has not been contacted and a recommended hospital has not been appointed.

Section 5 – Travel Delay and Holiday Abandonment

What You Are Covered For:

In the event of a delay of **your** planned outward or inbound flight, rail journey or sea trip from or to the UK, **we** will pay **you** as follows:

1. Travel Delay

The amount shown in Part 4 for each and every completed period of 12 hours for which **you** are delayed, up to the maximum amount shown in Part 4, provided always that **you** obtain in writing from the carrier a statement confirming the length and exact nature of the delay.

2. Abandonment

If the holiday or journey is necessarily cancelled following a delay of not less than 24 hours beyond the scheduled departure time (and written confirmation obtained from the carrier), the **insurer** will indemnify **you** up to the amount shown in Part 4 for travel and accommodation expenses paid or contracted to be paid by **you** in respect of **your trip** (prior to any occurrence giving rise to a claim under this section) and which are not recoverable.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, **we** will not pay for:

1. the **excess** as shown in Part 4;
2. claims arising from delay caused by strike or industrial action, if the strike or industrial action was planned and public knowledge at the time the insurance was purchased;
3. **your** failure to check in as per **your** original itinerary;

4. any claim payable that can be paid under Section 11 (Missed Departure).

NOTE: BOTH TRAVEL DELAY AND ABANDONMENT ARE RESTRICTED TO THE FOLLOWING CAUSES:

- i) STRIKE OR INDUSTRIAL ACTION
- ii) ADVERSE WEATHER CONDITIONS
- iii) MECHANICAL BREAKDOWN

Section 6 – Natural Disaster

What You Are Covered For:

We will pay **you** up to the amount as shown in Part 4 in the event that the tour operator is unable to assist and **you** are forced to move from the pre-booked accommodation as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, tsunami, which is confirmed in writing by local or national authority for irrecoverable travel or accommodation costs necessarily incurred to continue with the **trip** or; if the **trip** cannot be continued, for return **home**.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, we will not pay for:

1. claims where a report from local or national authority is not obtained stating that it was not acceptable for **you** to remain in **your** booked accommodation;
2. claims where the tour operator is responsible.

Section 7 – Personal Money

What You Are Covered For:

We will pay **you** up to the amount as shown in Part 4 in respect of loss of **money** which is the property of **you** and carried on **your** person (a reduced limit applies as shown in Part 4 for **children** under 18 unless an adult premium has been paid for that person) or placed in a safety deposit box or similar locked, fixed receptacle. Cover for **cash** is limited to the **cash** limit as shown in Part 4.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, we will not pay for:

1. the **excess** as shown in Part 4;
2. claims arising for theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
3. claims 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 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);
4. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
5. claims arising from shortages due to error; omission or depreciation in value;
6. claims arising for loss or theft of personal **money** which at the time of such loss or theft was located in checked-in luggage or an unattended motor vehicle at any time;
7. claims arising for personal **money** 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, including loss or theft occurring on a beach or in or around a swimming pool.

Section 8 – Personal Accident

What You Are Covered For:

We will pay **you** or **your** estate the sum insured as shown in Part 4 for one of the following losses resulting from an external **accident** sustained by **you**: death, loss of limb(s), loss of sight or permanent **total disablement**. Loss must occur within 180 days of the date of **accident**. No benefits shall be paid for more than one loss suffered. The benefit paid in the event of an **insured person** under the age of 18 suffering a Personal Accident is limited to £2,500.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **insurer** shall not be responsible for:

1. any benefit where **your** death, injury or loss does not occur within 180 days of the **accident**;
2. any benefit as a result of participating in a hazardous sport or leisure activity not listed as acceptable in Part 6;

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- 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 benefit payable under this section.

Section 9 – Personal Liability

What You Are Covered For:

We will pay **you** up to the amount as shown in Part 4 for the legal liability of the **insured person** for **accidental** injury to third parties and/or **accidental** damage to their property within the territorial limits of **your policy**. This cover is applicable only in respect of liability under the law of the country in which the event giving rise to the claim occurred, or under UK law (whichever is applicable to the case in point).

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, we will not pay for:

- the **excess** for damage to property as shown in Part 4;
- claims arising directly or indirectly from, happening through or in consequence of:
 - employer's liability, contractual liability, or liability to a member of **your** family or **your travelling companion**;
 - animals belonging to, or in the care, custody or control of the **insured person**;
 - wilful, malicious or unlawful acts or the use of firearms;
 - the pursuit of trade, business or profession;
 - ownership or occupation of land or buildings (other than **your** temporary **trip** accommodation); or
 - the influence of intoxicating liquor or drugs;
- 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;
- claims for legal fees and costs resulting from any criminal proceedings;
- any claim where **you** have cover under another insurance policy.

SPECIAL NOTE:

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the **insured person** without the written consent of the **insurer**, who shall be entitled, if they

so desire, to take over and conduct, in the name of the **insured person**, their defence of any claim or to prosecute for their own benefit any claims for indemnity, damages or otherwise against any third party. The **insurer** shall have full discretion in the conduct of any negotiations, proceedings, or the settlement of any claims and the **insured person** shall, wherever possible, give all such information and assistance as the **insurer** may require.

Section 10 – Mugging Benefit

What You Are Covered For:

We will pay **you** up to the amount shown in Part 4, if, because of a mugging involving a violent and threatening attack, **you** receive a bodily injury and need medical treatment.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, we will not pay for:

- compensation for mugging unless **you** have made a report to the police within 24 hours of the incident and **you** have received a written confirmation from the police.

Section 11 – Missed Departure

What You Are Covered For:

We will pay **you** up to the amount shown in Part 4, in respect of reasonable additional costs of travel and accommodation necessarily incurred if **you** are unable to reach the International point of departure of the booked travel itinerary on the initial outward or final return journey as a consequence of the failure of **public transport** services or the **accident**/breakdown of a motor vehicle in which **you** are travelling.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, we will not pay for:

- the **excess** as shown in Part 4;
- claims arising as a result of **your** not having taken reasonable steps to complete the journey to the departure point on time;
- claims arising from the failure of **public transport** services caused by strike, riot or civil commotion for which warning has been given prior to the commencement of departure to the departure point;

4. claims arising from the vehicle not having been properly serviced and maintained, in the event of vehicle breakdown;
5. claims arising from an **accident**/breakdown of a motor vehicle, where no written evidence of such **accident**/breakdown has been supplied.

Section 12 – Legal Expenses

What You Are Covered For:

We will pay **you** the amount shown in Part 4, for legal costs incurred by **you** in pursuit of legal proceedings against third parties (excluding any member of **your** or **your travelling companions** family, **your travelling companion**, business partner or employer) for any compensation owed to **you** arising directly from physical bodily injury to **you** or **your** death during the period of insurance.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, **we** will not pay for:

1. claims arising for any legal expenses incurred without prior authorisation by the **insurer**;
2. claims arising where the **insurer** considers **your** prospects of success in achieving a reasonable benefit to be insufficient;
3. claims arising pursuant to a contingent fee agreement between **you** and **your** counsel;
4. claims arising for travel and accommodation expenses in pursuit of a legal action over £1,000;
5. claims arising from **your** pursuing legal proceedings as part of and/or on behalf of a group or organisation;
6. claims incurred for any legal costs pursuant to a legal action against a travel agent, tour operator, carrier; the claims handler; the Emergency Assistance Company; the placing broker; White Horse Insurance Ireland Limited. or AEGON Direct Marketing Services Europe Ltd.

SPECIAL CONDITION:

The insured must comply with the following procedures:

- (a) **the insured shall apply to the insurer for a written acknowledgement by the insurer of the existence of a potentially-viable claim;**
- (b) **if an acknowledgement in (a) is granted, the insurer shall initially pay up to 5% of the amount shown in Part 4 for legal costs incurred by the insured to determine the probability of success in achieving a reasonable benefit. This shall include an assessment of the legal liability of the potential**

defendant and the ability to collect damages from the potential defendant. We will not pay for any legal expenses incurred prior to our issuing the insured with a written acknowledgement of the existence of a potentially-viable claim. In the event that the insured is awarded legal costs as part of any judgment or settlement, the insurer shall be entitled to repayment by the insured of any sums paid under this section. In the event that the insured is awarded compensation (by judgment or settlement), the insurer shall be entitled to recover from the insured two thirds of any sum paid to the insured under any section of this policy on account of the same incident for which compensation is received.

Section 13 – Pet Care

What You Are Covered For:

In the event of a delay of more than 24 hours to **your** final planned inbound flight, rail or sea trip to the UK, **we** will pay **you** up to the amount stated in Part 4 in respect of additional kennel and/or cattery fees necessarily incurred as a direct result of the delay.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, **we** will not pay for:

1. claims not substantiated by a written report from the carrier stating the length and exact nature of the delay;
2. claims arising from delay caused by strike or industrial action if already planned and public knowledge at the time the insurance was purchased.

Section 14 – Hijack

What You Are Covered For:

We will pay **you** the amount shown in Part 4 for each and every completed period of 24 hours in the event of hijack of the transport on which **you** are travelling.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, **we** will not pay for:

1. claims not substantiated by a written police report confirming the length and exact nature of the incident.

Additional Winter Sports Cover

The following sections (15,16,17, 18 and 19) all apply only if **winter sports** cover has been selected and indicated on your **schedule of benefits** and the appropriate extra premium has been paid. Note: once **winter sports** cover has been selected on an annual **policy**, it cannot be cancelled during the **policy year**. These benefits are limited to the first 17 days of any **trip** for annual **multi-trip policies**.

Section 15 – Loss or Damage to Ski Equipment

What You Are Covered For:

We will pay **you** in respect of loss or breakage of ski equipment up to the amount as shown in Part 4 for owned and hired ski equipment. In the case of owned ski equipment, each claim is subject to a maximum payment for any **single item** shown in Part 4. The maximum payment for any **single item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £60, subject to a maximum of £300 for all such items.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, we will not pay for:

1. the **excess** as shown in Part 4;
2. claims arising for theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
3. claims arising for loss or damage 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 (PIR) will be required;
4. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
5. claims arising for loss, theft or damage to anything shipped as freight or under a bill of lading;
6. claims arising for ski equipment 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 property;

7. claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot or lockable roof rack between 8am to 8pm local time and there is evidence of damage or forced entry which is confirmed by a written police report;
8. breakage, loss or theft of ski equipment over 5 years old.

SPECIAL NOTE:

The **insurer's** liability for ski equipment owned by the **insured person** shall be further limited as follows:

- Up to 1 year old – 90% of purchase price
- Up to 2 years old – 70% of purchase price
- Up to 3 years old – 50% of purchase price
- Up to 4 years old – 30% of purchase price
- Up to 5 years old – 20% of purchase price
- Over 5 years old – Nil

The **insurer's** liability for ski equipment hired by the **insured person** shall be further limited to the **insured person's** liability for such loss or damage.

Section 16 – Ski Hire

What You Are Covered For:

We will pay **you** up to the amount as shown in Part 4 for each 24 hour period for the cost of necessary hire of ski equipment following:

- (a) loss or breakage of **your** ski equipment; or
- (b) the misdirection or delay in transit of **your** ski equipment for 12 hours.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, we will not pay for:

1. claims arising for theft which is not reported to the appropriate police authority within 24 hours of discovery and an official report obtained;
2. claims arising for loss or damage 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 (PIR) will be required;
3. claims arising for loss, theft or damage to household goods or anything shipped as freight or under a Bill of Lading;

4. 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;
5. claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot or lockable roof rack between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a written police report;
6. claims arising from delay, detention, seizure or confiscation by Customs or other officials.

Section 17 – Ski Pack

What You Are Covered For:

We will pay **you** up to the amount as shown in Part 4, for the proportionate value of any ski pass, ski hire or tuition fee necessarily unused due to the following:

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

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, **we** will not pay for:

1. claims arising for theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
2. claims arising for loss or damage which is not reported to any appropriate authority within 24 hours of discovery and an official report obtained (and specifically for claims arising against 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 (PIR) will be required;
3. 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 property;
4. claims arising for loss or theft of items from an unattended motor vehicle, unless taken from a locked boot or lockable roof rack between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a police report;
5. claims arising directly or indirectly from:
 - a) a medical condition that is required to be advised to the insurer via Health Check in accordance

- with the criteria detailed in Part 2 – Medical Warranty unless declared to and accepted by **us** and **we** confirm it in writing;
- b) a medical condition which is specifically advised as excluded in Part 2 – Medical Warranty;
6. claims arising from a medical condition which is not substantiated by a report from the treating doctor confirming **your** inability to ski.

Section 18 – Avalanche Cover

What You Are Covered For:

We will pay **you** up to the amount as shown in Part 4 for additional travel and accommodation expenses in the event that **your** outward or return journey is delayed for at least 12 hours beyond the scheduled departure time as a direct result of avalanche.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, **we** will not pay for:

1. claims arising which are not substantiated by a report from the resort management.

Section 19 – Piste Closure

What You Are Covered For:

This section only applies between 1st December and 15th April for travel to the Northern Hemisphere and between 1st May and 30th September for travel to the Southern Hemisphere.

We will pay **you** the benefit shown in Part 4 for each full 24 hour period in which you are unable to ski due to lack of snowfall or adverse weather in the pre-booked **winter sports** resort and where no alternative is available. The total maximum payable per holiday is shown in Part 4.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, **we** will not pay for:

1. claims arising which are not substantiated by a report from the resort management;
2. claims arising due to lack of snowfall in a **winter sports** resort which does not possess skiing facilities above 1,000 metres.

General Exclusions –

Applicable to all sections of this policy

In addition to the specific exclusions detailed in the individual sections of the **policy**, we will not pay for claims arising:

- I. 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:
 - i. **act of terrorism**; or
 - ii. 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
 - iii. seizure or illegal occupation; or
 - iv. 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
 - v. discharge of pollutants or contaminants, which pollutants and contaminants shall include but are 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
 - vi. chemical or biological release or exposure of any kind; or
 - vii. attacks by electronic means including computer hacking or the introduction of any form of computer virus; or
 - viii. threat or hoax, in the absence of physical damage due to an **act of terrorism**; or
 - ix. any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
2. 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 of 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 the combustion of nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
3. from **you** engaging in any illegal or criminal act;
4. from any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance;
5. directly or indirectly out of **your** financial incapacity, except in the circumstance of **redundancy**;
6. which, but for the existence of this insurance, would be covered under any other insurance **policy(ies)**, including any amounts recovered by **you** from private health insurance, EHIC payments, any reciprocal health agreements, airlines, hotels, **home** contents insurance or any other recovery by **you** which is the basis of a claim;
7. from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable or unwilling to fulfil any part of their obligation;
8. from any hazardous activity unless listed as acceptable in Part 6;
9. from suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life), psychological/mental disorder, anxiety, stress or depression, venereal infection or the influence of or in connection with the use of alcohol or drugs, unless as prescribed by a treating doctor;
10. from **you** being in or entering or descending from an aircraft other than a fully-licensed passenger-carrying aircraft **you** are travelling in as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon;

1. from **your** wilful exposure to a peril. **You** must exercise reasonable care to prevent illness, injury or loss or damage of **your** property as if uninsured;
 12. directly or indirectly from **you** being engaged in any manual employment after the commencement of the **trip**;
 13. which have not been proven and the amount thereof substantiated;
 14. wilful exposure to areas known to be infected with:
 - a) Severe Acute Respiratory Syndrome (SARS)
 - b) Avian Influenza, Asian Bird Flu, and/or H5N1
 - c) Or any other Influenza A virus.
6. In the event of any occurrence which may give rise to a claim under this insurance, **you** shall take all reasonable steps to minimise any loss arising out of such claim
 7. This insurance is non-transferable and not refundable except as provided for within your Rights of Cancellation
 8. The **insurer** and the **insured person** are entitled to choose the law applicable to the insurance contract. The **insurer** chooses English law and, in the absence of any agreement to the contrary, English law shall apply
 9. 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**
 10. In the event that **you** recover; by any means, damages from any third party in respect of personal accident, all benefits paid to **you** shall be repaid to the **insurer**
 11. 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 shall be forfeited as well as all premiums paid
 12. In the event that **you** experience a problem with the **policy** or the claims process, please refer to the Complaint Procedure
 13. **You** must notify **us** of any claim within 45 days of **your trip** ending. If **you** do not, **we** may not be able to pay **your** claim. In relation to Section 8 – Personal Accident, this clause applies to the date at which a claim becomes apparent.
 14. The terms and conditions of **your policy** and the information provided in this document will be provided in English, during the term of **your policy** we will communicate using the English Language.

General Conditions –

Applicable to all sections of the policy:

1. **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 insurers non-liability for claims. A material fact is any fact known to you which is likely to influence the insurers in the acceptance or assessment of the insurance. 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. The insured person should keep a record (including copies of letters) of all information provided by AEGON Direct Marketing Services Europe Ltd. for the purpose of entering into this contract**
2. All certificates, information and evidence required by the **insurer** shall be furnished at **your** or **your** legal personal representative's expense and shall be in such form and of such nature as the **insurer** may prescribe
3. **You** shall as often as required submit to a medical examination on behalf of the **insurer** at the **insurer's** expense
4. In the event of **your** death, the **insurer** shall be entitled to have a post-mortem examination carried out at **our** own expense
5. Any items which become the subject of a claim for loss or damage shall be retained for **insurer**

Material Facts

You MUST disclose all material facts. A material fact is any fact known to you which is likely to influence the insurers in the acceptance or assessment of the insurance. This could be the state of your health or that of a close relative or any planned hazardous activities.

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. The policyholder should keep a record (including copies of letters) of all information provided by AEGON Direct Marketing Services Europe Ltd. for the purpose of entering into this contract. If you do not disclose material facts, it may result in your claims being invalid.

Data Protection Act 1998

White Horse Insurance Ireland Limited and AEGON Direct Marketing Services Europe Ltd. collect information about you and any other insured person(s) in order to effectively administer your MBNA Travel Insurance Policy. We may disclose this information to any agent acting on our behalf as may be necessary for the administration of your policy. In particular, we will share information about you with any company that may have introduced you to us, so that they can keep their records up to date. We follow the rules in the Data Protection Act 1998 when dealing with your personal information, and that of any insured person. All of this personal information is protected against unauthorised people obtaining access to it, and each of you has a right to see personal information about you that we hold. There is a charge if you wish to do this. For more details, write to the Customer Service Manager at our Customer Service Department. The policyholder should ensure that all insured person(s) are aware of the information set out in this paragraph.

Part 8 – Claims and Complaint Procedure

To make a claim or contact us, then please use the details below:

For 24 Hour Emergency Medical Assistance:

Please telephone AXA Assistance on
Tel: +44 (0) 845 602 2809
24 hours a day quoting reference
WHIL/ADMS/1 1/07

For Claims:

Please telephone the White Horse Claims on
Tel: +44 (0) 800 023 2163

or write to:

White Horse Insurance Ireland Limited
Claims Department
PO Box 173
Bradford
BD11 2WS

For Customer Services:

Please telephone AEGON Direct Marketing Services Europe on

Tel: +44 (0) 800 023 2163

or write to:

Customer Service Department
AEGON Direct Marketing Services Europe Ltd.
Beaufort House
Cricket Field Road
Uxbridge
Middlesex
UB8 1QD.

When contacting the claims handler, please have the following information to hand:

- Name of your policy and when it was purchased
- Your policy number
- Resort and country visited
- Value of the claim
- Brief circumstances
- Travel dates
- Incident date

Condition: Failure to have the previous information at hand may result in your claim being delayed.

We aim to give a good service. However, there may be times when things go wrong and **you** are not satisfied with the service **you** receive. If this happens, please contact the manager of the department **you** are dealing with. He or she should be able to solve any problem to **your** satisfaction.

- For Claims White Horse Insurance Ireland Limited
Claims Department
PO Box 173
Bradford
BD11 2WS
Tel: +44 (0) 800 023 2163

- For Sales and Administration Customer Service Department:
AEGON Direct
Marketing Services
Europe Ltd.
Beaufort House
Cricket Field Road
Uxbridge
UB8 1QD.
Tel: +44 (0) 800 023 2163

If **you** are still not satisfied that **we** have dealt with **your** complaint, please write to The General Manager; White Horse Insurance Ireland Limited, 14 Clyde Road, Ballsbridge, Dublin 4, Ireland.

If **you** cannot settle **your** complaint with **us**, **you** can refer it to Financial Services Ombudsman's Bureau, 32 Upper Merrion Street, Dublin 2, Ireland.

Tel: +353 1 662 0899
Fax: +353 1 662 0890

Please note, the Ombudsman will not consider **your** case until **you** have followed the internal complaints procedure, as outlined above.

Please always quote **your** insurance **policy** number and claim number. Also, please enclose any copies of the relevant documentation with **your** correspondence. This entire procedure is intended to provide **you** with a prompt and practical resolution service for **your** complaints and it does not affect **your** legal rights.

Compensation Scheme

White Horse Insurance Ireland Limited is covered by the Financial Services Compensation Scheme in the United Kingdom. You may be entitled to compensation from the fund if White Horse Insurance Ireland Limited cannot meet their obligations. The Financial Services Compensation Scheme provides funds for liquidators so that they may pay the valid claims of insolvent insurers. The fund will provide an amount up to a maximum of £2,000 plus 90% of the remainder of the claim. You can get more information about compensation fund arrangements from the Financial Services Authority.

AEGON Direct Marketing Services Europe Ltd. is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme should they be unable to meet their liabilities to **you**. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation arrangements are available from the FSCS at www.fscs.org.uk or by telephoning 020 7892 7300.

Customer Services
+44 (0) 800 023 2163

Claims
+44 (0) 800 023 2163

24 hour Emergency Medical Assistance
+44 (0) 845 271 4482