

# BUSINESS TRAVEL INSURANCE



**NFU Mutual**  
INSURANCE | PENSIONS | INVESTMENTS

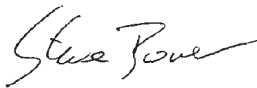
# INTRODUCTION

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE and any subsequent period of insurance, provided YOU keep to the terms and conditions of the policy.

Please read this policy, statement of insurance, schedule and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

This policy is evidence of the contract between YOU and US and is based on the information YOU provided, which is confirmed on the statement of insurance and YOUR schedule.

United Kingdom law allows both YOU and US to choose the law applicable to the contract. WE have chosen that this contract will be governed by and interpreted in accordance with English law. The contract will be subject to the exclusive jurisdiction of the English courts.



Steve Bower

Customer Services Director

The National Farmers Union Mutual Insurance Society Ltd.

Note: The issue by US to YOU of a policy makes you a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at our registered office.

# IMPORTANT THINGS TO DO BEFORE YOU TRAVEL

## TAKE THIS BOOKLET AND YOUR SCHEDULE WITH YOU

As well as the details of what YOUR travel insurance covers, it contains advice and contact details an INSURED PERSON will find useful in an emergency.

## CHECK TRAVEL ADVICE

**This is important:** YOUR policy won't cover an INSURED PERSON if they travel to a country against the advice of the Foreign and Commonwealth Office (FCO) or World Health Organization (WHO).

The United Kingdom's FCO website has regularly updated travel advice for every country in the world, including information on:

- Safety and security, including places an INSURED PERSON shouldn't visit
- Health requirement/s (including the vaccinations an INSURED PERSON needs) and medical services in each country
- Entry requirements, including visas
- Local laws and customs

### Foreign and Commonwealth Office travel advice

- 1) visit [www.fco.gov.uk](http://www.fco.gov.uk)
- 2) click travel and living abroad
- 3) click travel advice by country

### The World Health Organization (WHO)

- [www.who.int](http://www.who.int)

## EUROPEAN HEALTH INSURANCE CARD (EHIC)

A European Health Insurance Card will give an INSURED PERSON access to essential healthcare in the European Economic Area, plus Switzerland (if they are not sure what that means, think of it as the European Union plus Switzerland, Iceland, Norway and Liechtenstein but not including Turkey).

An INSURED PERSON can get an EHIC if they are a United Kingdom citizen over the age of 16. If an INSURED PERSON is from the Isle of Man or the Channel Islands, the arrangements are slightly different – check with the local health authority for more information.

If an INSURED PERSON needs treatment when they are in Europe, an INSURED PERSON will need to show their EHIC. Remember it may not cover all an INSURED PERSON'S medical costs, and it doesn't cover private treatment or the cost of getting back to the United Kingdom ('repatriation').

## TRAVEL BEYOND EUROPE

The United Kingdom has reciprocal healthcare agreements with a number of countries outside the European Economic Area including Australia and New Zealand, and Barbados. A full list of countries can be found on the NHS website under Healthcare Abroad. The website gives details of the documents an INSURED PERSON needs when requesting treatment in each country, what treatment is free and what an INSURED PERSON may have to pay for.

### Further information on the EHIC, and to apply

- 1) visit [www.nhs.uk](http://www.nhs.uk)
- 2) click Healthcare abroad and the EHIC card
- 3) click Free EHIC

or

Call 0300 330 1350

### NHS advice on travel beyond Europe

- 1) visit [www.nhs.uk](http://www.nhs.uk)
- 2) search for 'Travel outside Europe'
- 3) click 'Travelling outside the European Economic Area (EEA)'

# CONTENTS

02	Introduction
03	Important things to do before you travel
06	Thank you for placing your insurance with NFU Mutual
08	What to do in an Emergency
10	How to Make a Claim
12	General Definitions
15	Policy Information
16	General Exclusions
19	General Conditions
23	Claims Conditions
26	Personal Accident
30	Medical Expenses
34	Hospital Benefit
35	Cancellation Expenses
37	Delayed Departure
39	Transport Failure
40	Baggage
41	Money
42	Personal Liability
46	Legal Expenses
52	Winter Sports
54	Charitable Assignment Condition

# THANK YOU FOR PLACING YOUR INSURANCE WITH NFU MUTUAL

## CANCELLATION RIGHTS

If YOU do not wish to accept this new policy or any new cover which is added, YOU may cancel the policy (or, in the case of a specific addition to cover, the addition itself) by giving US notice in writing or calling US within 14 days of receiving it. WE may charge pro rata for the cover that has been provided.

## COMPLAINTS

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling YOUR local agent, or the call centre which issued this policy, or in writing. YOU can also use OUR website [www.nfumutual.co.uk/complaints](http://www.nfumutual.co.uk/complaints) to find out more information or to make a complaint.

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Financial Ombudsman Service.

For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call **0800 023 4567** or **0300 123 9123**.

Please always quote YOUR policy number as it will enable YOUR complaint to be dealt with promptly.

## FINANCIAL SERVICES COMPENSATION SCHEME

WE are covered by the Financial Services Compensation Scheme (FSCS) which means that YOU may be entitled to compensation from the scheme if WE cannot meet OUR obligations under this policy. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **0800 678 1100**.

## LANGUAGE

This policy and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of the policy.

## **STATUTORY STATUS**

YOU can check OUR statutory status on the Financial Services Register. YOU can access the Financial Services Register from the Financial Conduct Authority (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on **0800 111 6768**. OUR Financial Services Register number is 117664.

## **PRIVACY POLICY**

To find out more about how WE use YOUR personal information and YOUR rights, please go to the privacy policy on OUR website.

## **FRAUD PREVENTION AND DETECTION**

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. Our Privacy Policy includes information about what WE do with YOUR personal data for this purpose.

# WHAT TO DO IN AN EMERGENCY

If an INSURED PERSON has an accident, emergency, hospital admission or illness while outside the United Kingdom, the Isle of Man or the Channel Islands, Mutuaide Assistance can help.

An INSURED PERSON can call Mutuaide's centre in Paris 24 hours a day and talk to English-speaking staff trained to give help in emergencies.

## **AN INSURED PERSON CAN CALL MUTUAIDE ON +33 1 45 16 64 65 FROM ANY COUNTRY**

Calling from a mobile phone	They will be happy to call back
Calling from any other phone	Call the international operator, requesting a reverse charge call
Calling from France	Call <b>0800 22 92 92</b> free of charge

## **WHEN AN INSURED PERSON CALLS MUTUAIDE, THE PERSON THEY SPEAK TO WILL NEED TO KNOW**

- The INSURED PERSON'S name and home address
- The INSURED PERSON'S name address and phone number abroad
- The INSURED PERSON'S policy number
- Details of the emergency
- The INSURED PERSON'S EHIC number (if you are in an area covered by this)

## **HOW MUTUAIDE WORKS**

- ✔ Mutuaide will offer an INSURED PERSON help and advice and arrange to pay the costs covered in this policy. If they agree to make arrangements for an INSURED PERSON that aren't covered by the policy, the INSURED PERSON will have to pay the extra costs.



- ✔ Mutuaide will decide the best way of dealing with the emergency. If an INSURED PERSON does not follow their advice WE may not cover the INSURED PERSON'S costs.
- ✘ Unfortunately Mutuaide can't help if the problem just involves an INSURED PERSON'S car, unless the car is insured by US.

# HOW TO MAKE A CLAIM

## 24-hour emergency helplines

### For Insurances other than Legal Expenses

**Normal business hours:** please call YOUR insurance advisor whose telephone number is shown on YOUR schedule.

**Any other time** (or if YOUR insurance advisor is unavailable): please call OUR 24-hour commercial emergency helpline freephone number 0800 282652.

Whichever number YOU call please read the following information before contacting US:

1. the relevant section(s) of the policy which cover the loss;
2. the General Exclusions, General Conditions and Claims Conditions found at the front of the policy;
3. YOUR schedule.

To ensure WE can help YOU quickly and efficiently please have the following information available:

1. YOUR policy number;
2. YOUR name and address;
3. details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
4. YOUR contact number.

### For Legal Expenses Insurance

Please refer to YOUR schedule to see if this is operative.

To make a claim under this section of the policy, please phone DAS on **0117 934 0571** quoting YOUR policy number. The INSURED PERSON claiming under the policy must have YOUR agreement to claim.

DAS will ask the INSURED PERSON about their legal dispute and if necessary call them back at an agreed time to provide legal advice. If the INSURED PERSON'S dispute needs to be dealt with as a claim under this section of the policy, DAS will give the INSURED PERSON a claim reference

number. At this point DAS will not be able to tell the INSURED PERSON whether they are covered but DAS will pass the information provided to their claims handling teams and explain what to do next.

If the INSURED PERSON would prefer to report the claim in writing, YOU can send it to DAS' Claims Department at the following address:

Claims Department  
DAS Legal Expenses  
Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH.

Alternatively, the INSURED PERSON can email the claim to:  
[newclaims@das.co.uk](mailto:newclaims@das.co.uk)

Please do not phone DAS to report a general insurance claim.

# GENERAL DEFINITIONS

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply.

Words which appear in lower case will have their natural and normal meaning.

## **ANIMAL DISEASE**

Foot and mouth disease, classical swine fever, swine vesicular disease and Aujeszky's disease.

## **BAGGAGE**

Items usually carried or worn by an INSURED PERSON for their use during a TRIP but excluding SKIING EQUIPMENT.

## **BUSINESS**

The business described on YOUR schedule.

## **CLOSE RELATIVE**

This means mother, father, sister brother, spouse, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal

guardian, domestic partner or fiancé/ fiancée.

## **COMPUTER EQUIPMENT**

Electronic processing, communication and data storage equipment owned by YOU or for which YOU are responsible excluding:

1. discs, tapes or other system records other than hard discs; and/or
2. the cost of reinstating data.

## **CREDIT CARDS**

Credit, cheque, bank or cash cards provided within the GEOGRAPHICAL LIMITS.

## **DAMAGE**

Accidental physical loss, destruction or damage.

## **EXCESS**

The amount or, where expressed as a percentage, the proportion of each loss for which YOU are responsible which will be deducted from any claim payment, after all other terms and conditions (including any underinsurance condition) of this policy have been applied.

## **GEOGRAPHICAL LIMITS**

United Kingdom, the Channel Islands and the Isle of Man, including the journey between them.

## **ILLNESS**

Any sudden and unexpected deterioration in health not caused by bodily injury.

## **INSURED PERSON**

A person or group shown on YOUR schedule as insured by this policy.

## **MEDICAL PRACTITIONER**

A registered medical practising member of the medical profession recognised by the law of the country where they are practising, who is not a CLOSE RELATIVE or any person who an INSURED PERSON is travelling with.

## **MINISTRY**

The Department for Environment, Food and Rural Affairs, the Scottish Executive Environmental and Rural Affairs Department, the National Assembly for Wales and the Department of Agriculture and Rural Development Northern Ireland or their legal successors.

## **MONEY**

Cash, cheques and traveller's cheques, travel tickets, passports, green cards, holiday vouchers, food vouchers, petrol coupons and phone cards.

## **PERIOD OF INSURANCE**

The period of insurance specified on YOUR schedule.

## **PHYSICAL INJURY**

An identifiable bodily injury caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

## **POLLUTION**

All pollution or contamination of buildings or other structures or of water or land or the atmosphere.

## **PROPERTY**

Material property.

## **PUBLIC TRANSPORT**

Any publicly licensed aircraft, sea vessel, train, coach, bus or taxi on which an INSURED PERSON is booked or had planned to travel on.

## **SKI PACK**

Skiing lessons, hire of SKIING EQUIPMENT and lift passes.

## **SKIING EQUIPMENT**

Skis and snowboards including bindings, boots and poles.

## **TERRORISM**

1. For liability insurances:  
An act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf

of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2. For all other insurances:

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government **de jure** or **de facto**.

#### **TRIP**

A journey undertaken by an INSURED PERSON during the PERIOD OF INSURANCE in connection with YOUR BUSINESS including any holiday extension previously agreed in writing by YOU.

#### **WE, US, OUR**

The National Farmers Union Mutual Insurance Society Limited.

#### **YOU, YOUR**

The legal entity/entities shown on YOUR schedule as being the Policyholder.

This travel insurance provides cover:

# POLICY INFORMATION

This travel insurance provides cover:

1. while an INSURED PERSON is undertaking a TRIP in the area covered shown on YOUR schedule; and
2. only for INSURED PERSONS who permanently reside within the GEOGRAPHICAL LIMITS.

All benefits apply to each INSURED PERSON. However, where claims from more than one INSURED PERSON arise from a single event, any EXCESS applicable will apply to each event and not to each INSURED PERSON.

The INSURED PERSON should keep the policy and schedule with them whilst on their TRIP.

## **Important Notice – Foreign and Commonwealth Office Warnings**

There are countries or areas of countries to where the Foreign and Commonwealth Office advise against travel. WE will not provide any cover if an INSURED PERSON chooses to travel to such a country or an area of such a country.

However, if after booking a TRIP, the Foreign and Commonwealth Office issues such a warning for the TRIP destination and this still applies one month before the INSURED PERSON'S departure date Cancellation Expenses cover will apply.

# GENERAL EXCLUSIONS

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

WE will not pay for:

1. losses directly or indirectly caused or contributed to by:
  - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or DAMAGE to PROPERTY by or under the order of any government, public or local authority;
  - b) TERRORISM unless stated otherwise in the policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
  - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - d) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
  - e) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
  - f) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Employers' Liability section.
2. loss of market value beyond the cost of repair, replacement or reinstatement.



3. losses involving:

- a) COMPUTER EQUIPMENT or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data; or
- b) losses that are not directly associated with the incident that caused YOU to claim, unless expressly stated in the policy; arising directly or indirectly from:
  - i. unauthorised access;
  - ii. virus, program code, programming instruction or any set of instructions intentionally constructed with the ability to cause DAMAGE, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. This includes but is not limited to Trojan horses, worms and logic bombs; and/or
  - iii. any actions or instructions constructed or generated with the ability to cause DAMAGE, interfere with or otherwise affect the availability of networks, network services, and network connectivity or information systems.

Including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

4. losses directly or indirectly caused by or contributed to by:

- a) the way in which any COMPUTER EQUIPMENT responds to or deals with or fails to respond to or deal with any true calendar date; and/or
- b) COMPUTER EQUIPMENT responding to or dealing in any way with:
  - i. data denoting a calendar date or dates as if such data did not denote a calendar date or dates; and/or
  - ii. data not denoting a calendar date or dates as if such data denoted a calendar date or dates; whether such COMPUTER EQUIPMENT is YOUR PROPERTY or not.

For all insurances other than Personal Liability or Legal Expenses this will not exclude subsequent DAMAGE (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy.

5. any losses arising directly or indirectly from a TRIP to a country or area of a country where the Foreign and Commonwealth Office have issued a warning not to travel, other than where provided for under the Cancellation Expenses section.
6. losses directly or indirectly caused by or contributed to by:
  - a) Any PHYSICAL INJURY or ILLNESS that you were aware of before the start of cover under this POLICY unless YOU had already told us about the condition and WE have not excluded it on your schedule; and/or
  - b) any legal liability or DAMAGE which happens before the start of this policy.
7. losses involving an INSURED PERSON who is under 16 or over 65 years of age.
8. losses arising from the supervision or performance of any manual work, unless shown on YOUR schedule as insured and any additional premium paid.

9. YOUR participation in any professional sports, or any activity as part of an organised competition.

# GENERAL CONDITIONS

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

## **Alteration in Risk**

YOU will not be insured under this policy if:

1. YOUR interest ceases, except by will or operation of law; or
2. there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances needs to be disclosed, YOU should disclose it.

## **Automatic Reinstatement**

Provided that YOU pay any additional premium that WE require, the insurance by this policy will not be reduced by the amount of any loss unless:

1. either YOU or WE advise to the contrary; or
2. the applicable section of this policy specifically provides to the contrary.

## **Cancellation of the Policy**

YOU may cancel YOUR policy by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE.

WE may cancel YOUR policy at any time by giving YOU 14 days notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR policy may be cancelled include, but are not limited to:

1. where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR policy;
2. where a change in YOUR circumstances means that WE can no longer provide cover;
3. failure to comply with policy terms and conditions;
4. use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;

5. if YOU default under OUR Credit Agreement to pay the premium, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement.

If WE cancel YOUR policy WE will refund the part of YOUR premium applying to the remaining PERIOD OF INSURANCE unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

### **Compliance with Terms**

WE will not pay YOUR claim unless YOU and all other persons insured by this policy observe and comply with all the terms and conditions of this policy whether contained in these General Conditions or elsewhere.

### **Fraud and Misrepresentation**

If YOU or anyone acting for YOU:

1. makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
2. intentionally misrepresents, misdescribes or withholds any material relevant to this insurance;

WE will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the policy and WE will have the right to:

1. avoid, or at OUR option cancel, the policy without returning any premium that YOU have paid;

2. recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before of after the fraudulent claim; and
3. refuse any other benefit under this policy.

### **Non-invalidation**

No act, omission or alteration which is unknown to YOU or beyond YOUR control will invalidate this policy provided that YOU inform US of any increased risk as soon as YOU become aware of it.

### **Payment of Premium**

1. If YOU pay the premium using OUR direct debit instalment scheme, WE have the right to renew this policy each year and continue to collect premiums using this method. WE may vary the terms of the policy (including the premium) at renewal. WE will not renew this policy, provided that YOU tell US before YOUR next renewal date that YOU do not want to renew.
2. where WE refer in the policy to the payment of premiums, this will include payment by monthly instalments. If YOU pay by this method, this policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement.

If an instalment is not received by a due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and this policy will be cancelled immediately, unless WE agree otherwise.

### **Personal Legal Representatives**

If YOU die, WE will provide indemnity to YOUR personal legal representatives for any liability YOU had previously incurred under this policy, provided that the personal legal representatives keep to the terms and conditions of the policy.

### **Policy Cover Extensions**

Cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions detailed in the sections and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### **Reasonable Precautions**

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

1. complied with all legal requirements and regulations imposed by any authority;
2. taken reasonable steps to prevent and minimise accidents, loss, injury and damage;

3. taken reasonable steps to protect PROPERTY and maintain it in a good state of repair; and
4. taken reasonable care in the selection and supervision of EMPLOYEES.
5. if an INSURED PERSON participates in any activity covered under the policy where they are being supervised or receiving expert tuition, they must follow the instructions and take all reasonable precautions and wear all appropriate clothing and equipment.

### **Renewal of the Policy**

Prior to the renewal date of YOUR policy, WE will send YOU details of:

1. the terms on which YOUR policy may be renewed;
2. any changes to the policy cover; and
3. the actions YOU need to take to renew YOUR policy.

If YOUR payment method for the policy is Direct Debit then YOUR policy will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed policy from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR policy.

If YOUR payment method for the policy is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR policy or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR policy WE will contact YOU in writing in accordance with the Cancellation General Condition.

### **Rights of Third Parties**

Any person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or other subsequent legislation, to enforce the terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

# CLAIMS CONDITIONS

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

## Action by YOU

1. WE will not pay YOUR claim unless YOU:
  - a) tell US as soon as possible about anything that happens which may give rise to a claim and give US all the assistance that WE require;
  - b) tell US and the Police immediately and in any event within seven days if the DAMAGE arises from a criminal act, riot or malicious persons;
  - c) immediately send to US unanswered all communications from any third parties in relation to any event which may result in a claim under this policy;
  - d) supply, at YOUR own expense, details of the claim in writing including any supporting information or evidence that WE require;
  - e) take all reasonable action to minimise any loss and avoid further loss; and
  - f) provide US with full details of any parties which have a legal interest in the PROPERTY which is the subject of the claim.
2. WE will not pay YOUR claim if YOU admit, deny, negotiate or settle any claim without OUR prior consent.

## OUR Rights

1. WE have the right to settle a claim by:
  - a) payment of money; and/or
  - b) reinstatement, replacement or repair of YOUR PROPERTY in a reasonable manner but not necessarily to its exact previous condition or appearance.
2. OUR maximum liability will be the sum insured or limit of indemnity shown on YOUR schedule unless otherwise stated.

3. WE are entitled, with YOUR assistance, to:

- a) take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or

- b) take over the defence or settlement of a claim;

and YOU will give US all reasonable assistance.

WE will not use this right to enforce or pursue a settlement against:

- a) any company which is YOUR parent or subsidiary; or

- b) any company which is a subsidiary of a parent of which YOU are also a subsidiary.

For the purpose of this Claims Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.

4. WE will have sole control of all claims procedures and settlements for all claims made against YOU.

5. WE may free OURSELVES from any further liability by paying to YOU:

- a) the limit of indemnity;

- b) the sum insured; or

- c) any smaller amount for which the claim can be settled;

after deducting any payments already made. WE will pay legal costs that have been incurred with OUR consent up to the date of such payment.

### **Claims Control**

If WE are paying a claim for INJURY or DAMAGE:

- 1. WE are entitled to the value of any salvage;

- 2. YOU are required to retain without alteration or repair all PROPERTY connected with the DAMAGE or INJURY, unless WE tell YOU otherwise, or such action is prohibited by legislation;

- 3. YOU are not to abandon PROPERTY to US whether WE have taken possession of it or not; and

- 4. under the Personal Accident section, an INSURED PERSON will allow US to arrange a medical examination. If there is a death, WE will be given reasonable notice before burial or cremation so that WE can be represented at the post-mortem or inquest if necessary.

### **Arbitration**

Where WE have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to an arbitrator, appointed in accordance with section 16 of the Arbitration Act 1996. YOU may not take any legal action against US until the arbitrator has reached a decision.



**Contribution**

If there is another policy covering the same PHYSICAL INJURY, ILLNESS, PROPERTY or liability, WE will be liable only for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

**Subrogation**

YOU and any other person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.

# PERSONAL ACCIDENT

Please refer to YOUR schedule to see if this is operative.

## The Cover

- ✔ WE will pay the benefit(s) shown on YOUR schedule if an INSURED PERSON has any PHYSICAL INJURY which, within 104 weeks of its occurrence, is the sole and direct cause of:
  1. death;
  2. loss of limbs, sight, speech or hearing being total and permanent:
    - a) physical separation or loss of use of one or more hands or feet;
    - b) loss of sight in one or both eyes;
    - c) loss of hearing in both ears;
  3. permanent total disability which is certified by a MEDICAL PRACTITIONER as preventing an INSURED PERSON from performing all of their usual occupation or, if they are not in paid work, which prevents them from performing paid work of any kind.
- ✔ WE will only pay one benefit for any claim, and such payment will end cover for that INSURED PERSON.

## Cover Extensions

### ✔ Disappearance

WE will pay the death benefit to the INSURED PERSON'S personal representatives if an INSURED PERSON has been missing for 90 days and WE are provided with evidence of the circumstances of the disappearance. If, at any time after WE have paid the benefit the INSURED PERSON is found alive, the payment must be refunded to US.

### ✔ Funeral Arrangements

WE will pay the reasonable expenses for transporting an INSURED PERSON'S body or ashes to their home address or the cost of a funeral overseas in the event of their death.

### ✔ Professional Counselling

WE will, at OUR option, pay for professional counselling to help an INSURED PERSON recover from emotional stress resulting from an ACCIDENT insured by this section. The most WE will pay for any one claim is £1,000.

### ✔ Vehicle Repatriation from Overseas

WE will pay all necessary and reasonable expenses to return a vehicle to an INSURED PERSON'S

home address or YOUR BUSINESS PREMISES where:

1. the INSURED PERSON is incapacitated as a result of a PHYSICAL INJURY for which WE are paying a claim under this section;
  2. there are no travelling companions able to drive the vehicle;
  3. the vehicle is a private car, motorcycle or a light commercial vehicle up to 3.5 tonnes GVW; and
  4. the PHYSICAL INJURY occurs outside the GEOGRAPHICAL LIMITS but within Europe.
8. participating in any professional sport;
  9. activities covered by other more specific insurance;
  10. participating in any of the following excluded activities unless shown as insured on YOUR schedule.

### IMPORTANT

- ✘ THE INSURED PERSON is not covered under this section of YOUR policy if they participate in any of the excluded activities listed on the following pages, unless the excluded activity is specified on YOUR schedule as insured.

### Exclusions

- ✘ WE will not pay for any PHYSICAL INJURY resulting from:
  1. any TRIP taken against medical advice or for the purpose of having medical or cosmetic treatment;
  2. pregnancy or childbirth where travel is against the recommendation of the INSURED PERSON'S MEDICAL PRACTITIONER or airline;
  3. suicide or deliberate self-injury;
  4. alcohol abuse or solvent abuse;
  5. drug use unless taken under medical supervision and not for treating alcohol or drug addiction;
  6. any HIV related condition;
  7. an INSURED PERSON putting themselves in danger, other than in an attempt to save human life;

## EXCLUDED ACTIVITIES

- A** Abseiling unless under supervision with a licensed operator  
Artificial wall climbing unless under supervision with a licensed operator
- B** Balcony jumping  
Banana boating unless under supervision with a licensed operator  
Base jumping  
Black water rafting  
Bouldering  
Bungee jumping unless under supervision with a licensed operator
- C** Canopy/Treetop walking unless under supervision with a licensed operator  
Canyoning unless under supervision with a licensed operator  
Car rallies  
Cave diving  
Caving unless under supervision with a licensed operator  
Cliff climbing  
Cliff diving  
Coasteering unless under supervision with a licensed operator
- D** Diving with sharks unless under supervision with a licensed operator
- F** Flying a small light aircraft or helicopter as a pilot  
Free soloing
- G** Glacier walking unless under supervision with a licensed operator  
Gliding  
Go karting unless under supervision with a licensed operator  
Gorge swinging  
Gorge walking unless under supervision with a licensed operator  
Grass skiing unless under supervision with a licensed operator
- H** Hang gliding  
High diving from cliffs into the sea, lake or river  
Hill and mountain walking over 3,000 metres in altitude  
Horse boarding  
Hot air ballooning unless with a qualified pilot  
Hydrofoiling  
Hydro speeding
- J** Jet boating unless as a fare paying passenger  
Jet skiing

- K** Kite surfing unless under supervision with a licensed operator
- M** Microlight flying
  - Motorised surf boarding
  - Mountain biking unless at a licensed activity centre or on downhill grades 1 and 2 only
  - Mountaineering - involving rock climbing and walking/climbing on ice
- P** Parachute jump
  - Paragliding
  - Parapenting
  - Parasailing unless under supervision with a licensed operator
  - Parascending unless over water and under supervision with a licensed operator
  - Planking
  - Pot-holing unless under supervision with a licensed operator
- Q** Quad biking unless at a licensed activity centre
- R** Ringos unless under supervision with a licensed operator
  - Rock climbing unless using appropriate ropes and equipment
  - Rugby - in an organised amateur match
- S** Safari unless with a licensed tour operator
  - Sailing or boating offshore over three miles from land
  - Sand yachting unless under supervision with a licensed operator
  - Sea canoeing or kayaking
  - Scuba diving to a depth over 20 metres
  - Skydiving
- T** Tall ship crewing
- U** Unarmed or armed combat including boxing and martial arts
- V** Via ferrata
  - Volcano boarding
- W** Wakeboarding, wakeskating and wakesurfing
  - Water skiing unless under supervision with a licensed operator
  - White water rafting except as a passenger under supervision with a licensed operator
  - Windsurfing unless on inland waters or within 3 miles of land
  - Winter sports
- Z** Zip wire trekking
  - Zorbing unless under supervision with a licensed operator

# MEDICAL EXPENSES

Please refer to YOUR schedule to see if this is operative.

## The Cover

✔ WE will pay all necessary and reasonable expenses arising from a PHYSICAL INJURY or ILLNESS suffered by an INSURED PERSON that has occurred during the INSURED PERSON'S trip for:

1. medical, surgical or physiotherapy treatment;
2. emergency dental or eye treatment;
3. additional accommodation and travel;
4. travel and accommodation to enable another person to stay with or escort an INSURED PERSON; and/or
5. transportation of the body or ashes of an INSURED PERSON to their home or of a funeral overseas;

for up to 12 months from the onset or happening of the PHYSICAL INJURY or ILLNESS.

✔ The most WE will pay for each INSURED PERSON is shown on YOUR schedule subject to a maximum of £10,000,000 for any one event.

## Cover Extension

### ✔ Vehicle Repatriation from Overseas

WE will pay all necessary and reasonable expenses to return a vehicle to an INSURED PERSON'S home address or YOUR BUSINESS PREMISES where:

1. the INSURED PERSON is incapacitated as a result of a PHYSICAL INJURY or ILLNESS for which WE are paying a claim under this section;
2. there are no travelling companions able to drive the vehicle;
3. the vehicle is a private car, motorcycle or a light commercial vehicle up to 3.5 tonnes GVW; and
4. the PHYSICAL INJURY or ILLNESS occurs outside the GEOGRAPHICAL LIMITS but within Europe.

## Exclusions

✘ WE will not pay for:

1. any EXCESS shown on YOUR schedule;
2. treatment within the GEOGRAPHICAL LIMITS which is available under the National Health Service;

3. any costs covered by reciprocal health agreements;
4. any private treatment on the INSURED PERSON'S return to the GEOGRAPHICAL LIMITS unless there has been prior agreement by US;
5. expenses resulting from:
  - a) any TRIP taken against medical advice or for the purpose of having medical or cosmetic treatment;
  - b) pregnancy or childbirth, where travel is against the recommendation of YOUR MEDICAL PRACTITIONER or airline;
  - c) suicide or deliberate self-injury;
  - d) alcohol abuse or solvent abuse;
  - e) drug use unless taken under the medical supervision and not for treating alcohol or drug addition;
  - f) any HIV related condition;
  - g) an INSURED PERSON putting themselves in danger, other than in an attempt to save human life;
  - h) any ILLNESS as a result of not having the correct inoculations before going on YOUR TRIP or not taking the appropriate medications.
6. WE will not pay for any costs provided by Health schemes operating in Guernsey and the Isle of Man.

## IMPORTANT

- ✘ The INSURED PERSON is not covered under this section of YOUR policy if they participate in any of the excluded activities listed on the following pages, unless the excluded activity is specified on YOUR schedule as insured.

## EXCLUDED ACTIVITIES

- A** Abseiling unless under supervision with a licensed operator  
Artificial wall climbing unless under supervision with a licensed operator
- B** Balcony jumping  
Banana boating unless under supervision with a licensed operator  
Base jumping  
Black water rafting  
Bouldering  
Bungee jumping unless under supervision with a licensed operator
- C** Canopy/Treetop walking unless under supervision with a licensed operator  
Canyoning unless under supervision with a licensed operator  
Car rallies  
Cave diving  
Caving unless under supervision with a licensed operator  
Cliff climbing  
Cliff diving  
Coasteering unless under supervision with a licensed operator
- D** Diving with sharks unless under supervision with a licensed operator
- F** Flying a small light aircraft or helicopter as a pilot  
Free soloing
- G** Glacier walking unless under supervision with a licensed operator  
Gliding  
Go karting unless under supervision with a licensed operator  
Gorge swinging  
Gorge walking unless under supervision with a licensed operator  
Grass skiing unless under supervision with a licensed operator
- H** Hang gliding  
High diving from cliffs into the sea, lake or river  
Hill and mountain walking over 3,000 metres in altitude  
Horse boarding  
Hot air ballooning unless with a qualified pilot  
Hydrofoiling  
Hydro speeding
- J** Jet boating unless as a fare paying passenger  
Jet skiing
- K** Kite surfing unless under supervision with a licensed operator
- M** Microlight flying  
Motorised surf boarding



- Mountain biking unless at a licensed activity centre or on downhill grades 1 and 2 only
- Mountaineering – involving rock climbing and walking/climbing on ice
- P** Parachute jump
- Paragliding
- Parapenting
- Parasailing unless under supervision with a licensed operator
- Parascending unless over water and under supervision with a licensed operator
- Planking
- Pot-holing unless under supervision with a licensed operator
- Q** Quad biking unless at a licensed activity centre
- R** Ringos unless under supervision with a licensed operator
- Rock climbing unless using appropriate ropes and equipment
- Rugby – in an organised amateur match
- S** Safari unless with a licensed tour operator
- Sailing or boating offshore over three miles from land
- Sand yachting unless under supervision with a licensed operator
- Sea canoeing or kayaking
- Scuba diving to a depth over 20 metres
- Skydiving
- T** Tall ship crewing
- U** Unarmed or armed combat including boxing and martial arts
- V** Via ferrata
- Volcano boarding
- W** Wakeboarding, wakeskating and wakesurfing
- Water skiing unless under supervision with a licensed operator
- White water rafting except as a passenger under supervision with a licensed operator
- Windsurfing unless on inland waters or within 3 miles of land
- Winter sports
- Z** Zip wire trekking
- Zorbing unless under supervision with a licensed operator

# HOSPITAL BENEFIT

Please refer to YOUR schedule to see if this is operative.

## The Cover

- ✔ WE will pay the benefit where:
  1. an INSURED PERSON receives in-patient treatment in a hospital or nursing home; and
  2. WE have accepted a claim under the Medical Expenses section.
- ✔ The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

# CANCELLATION EXPENSES

Please refer to YOUR schedule to see if this is operative.

## The Cover

- ✔ WE will pay the reasonable cost of cancelling, cutting short (including unused travel and accommodation costs) or rearranging an INSURED PERSON'S TRIP as a result of:
  1. death, PHYSICAL INJURY, ILLNESS (confirmed by the INSURED PERSON'S MEDICAL PRACTITIONER) or compulsory quarantine of an INSURED PERSON or INSURED PERSON'S CLOSE RELATIVE, business associate or travelling companion;
  2. if PUBLIC TRANSPORT is disrupted by actual or intended strikes;
  3. an INSURED PERSON having to:
    - a) undertake jury service and having had their written request for an alternative date refused;
    - b) act as a witness in a court of law;
    - c) stay at or return home to help the police after a fire or theft at their home or work place;
  4. an INSURED PERSON'S home being made uninhabitable by DAMAGE which occurs within 14 days of the planned start of a TRIP;
  5. the transport on which an INSURED PERSON is travelling being hijacked;
  6. the Foreign and Commonwealth Office advising against travelling to a country or the area of a country which is the TRIP destination within one month of the departure date provided that the TRIP was booked before the Foreign and Commonwealth Office issued the warning; and/or
  7. a scheduled airline, bonded travel agent or tour operator an INSURED PERSON is travelling with failing to provide booked arrangements due to bankruptcy or liquidation.
- ✔ The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

## Cover Extension

### ✔ Animal Disease

If the INSURED PERSON is a livestock farmer, WE will pay the reasonable cost of cancelling, cutting short or rearranging their TRIP as a result of an outbreak of an ANIMAL DISEASE, at the home farm or within a 25 mile radius, confirmed by the MINISTRY.

✘ WE will not pay unless the TRIP was booked before the start or discovery of the outbreak.

### Exclusions

✘ WE will not pay for:

1. any EXCESS shown on YOUR schedule;
2. any event which happens before the TRIP was arranged;
3. cancellation or rearrangement expenses if an INSURED PERSON cancels, cuts short or rearranges their TRIP because of any PHYSICAL INJURY or ILLNESS resulting from an activity or condition which is not insured under the Medical Expenses and Personal Accident sections;
4. any ILLNESS as a result of not taking the correct inoculations before going on YOUR TRIP or not taking the appropriate medication;
5. cancellation and rearrangement expenses following failure of a scheduled airline where:
  - a) the flight was not booked from within the GEOGRAPHICAL LIMITS;
  - b) the flight was not booked through a bonded travel agent, tour operator or direct with a scheduled airline; or
  - c) the costs can be recovered from another source; and/or
6. any increased costs due to unnecessary delay in cancelling the TRIP.

# DELAYED DEPARTURE

Please refer to YOUR schedule to see if this is operative.

## The Cover

- ✔ If the TRIP is affected by any of the following causes:
  1. actual or intended strikes or industrial action;
  2. bad weather;
  3. the plane, boat or train breaking down;
  4. natural geological events;
  5. failure of air traffic control systems; and/or
  6. terrorism other than an ACT OF TERRORISM.

WE will pay under one of the following covers:

- ✔ **Delay**

The reasonable additional expenses, including accommodation costs, the INSURED PERSON incurs after the booked outward or return journey, by plane, boat or Channel Tunnel rail link has been delayed for at least 12 hours.
- ✔ The most WE will pay is the amount shown on YOUR schedule

or

- ✔ **Abandonment**

If the outward journey is delayed for more than 12 hours an INSURED PERSON can choose to cancel the TRIP and WE will then pay a claim under the terms of the Cancellation Expenses section.

or

- ✔ **Enforced Stay**

If an INSURED PERSON is stranded and unable to return to the GEOGRAPHICAL LIMITS on the scheduled return date, WE will pay the additional accommodation costs the INSURED PERSON incurs and any additional travel expenses where the delay exceeds 24 hours to return to the GEOGRAPHICAL LIMITS.

- ✔ The most WE will pay is the amount shown on YOUR schedule

or

- ✔ **Missed Initial or Final Connection**

WE will pay the reasonable additional expenses, including accommodation costs, an INSURED PERSON incurs as a result of being unable to:

1. complete the initial stage of the booked journey within the GEOGRAPHICAL LIMITS in time to board any

onward connecting PUBLIC TRANSPORT on which the INSURED PERSON is booked to travel; or

2. complete the final stage of the INSURED PERSON'S booked journey within the GEOGRAPHICAL LIMITS.

- ✔ The most WE will pay is £1,000 for each INSURED PERSON.

### Exclusions

✘ WE will not pay for:

1. Delay, abandonment, enforced stay or missed initial or final connection as a result of any cause not mentioned under 'The Cover'.
2. Any costs under Delay, Abandonment, Enforced Stay or Missed Initial or Final Connection which are recoverable from another source.
3. Any costs an INSURED PERSON incurs as a result of any planned strikes or industrial action that an INSURED PERSON should have been aware of before booking the TRIP.
4. Any delay which starts or is announced before WE have accepted YOUR application for cover.
5. Any costs for accommodation or alternative travel arrangements which an INSURED PERSON'S airline or travel operator are legally obliged to arrange, or any costs which can be recovered from another source.

# TRANSPORT FAILURE

Please refer to YOUR schedule to see if this is operative.

## The Cover

✔ WE will pay:

1. the reasonable costs necessarily incurred to enable an INSURED PERSON to arrive on time at the departure point of a pre-booked journey to or from their TRIP destination; or
2. reasonable additional travel and accommodation expenses if an INSURED PERSON arrives at the departure point too late to join the service they were booked to travel on;

following failure of the motor vehicle, train or boat they are travelling in as a result of:

- a) bad weather (this only applies to a scheduled public transport service);
- b) a mechanical breakdown of the motor vehicle, train or boat;
- c) a road accident directly involving the vehicle the INSURED PERSON is travelling in;
- d) a motor vehicle or train accident, or mechanical

breakdown of a motor vehicle or train, which occurs ahead of an INSURED PERSON and causes unavoidable delay; or

e) strikes or industrial action.

- ✔ The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

## Exclusions

- ✘ 1. WE will not pay for costs or expenses resulting from any vehicle owned by YOU or an INSURED PERSON not being in a roadworthy condition.
2. Any costs an INSURED PERSON incurs as a result of any planned strikes or industrial action that they should have been aware of before booking the TRIP.

# BAGGAGE

Please refer to YOUR schedule to see if this is operative.

## The Cover

- ✔ WE will pay for DAMAGE to an INSURED PERSON'S BAGGAGE.
- ✔ WE will pay the cost of repairing or replacing an INSURED PERSON'S BAGGAGE. WE will deduct an amount for wear, tear and loss of value for clothing.
- ✔ The most WE will pay for any unspecified article and in total for any claim for each INSURED PERSON is shown on YOUR schedule.

## Cover Extension

### Delayed Baggage

- ✔ WE will pay for essential items an INSURED PERSON has to buy if their BAGGAGE is temporarily lost for at least 12 consecutive hours.
- ✔ The most WE will pay for any claim for each INSURED PERSON is £250.

## Exclusions

- ✘ WE will not pay for:
  1. any EXCESS shown on YOUR schedule;
  2. DAMAGE arising from:
    - a) wear and tear or depreciation;
    - b) moths, vermin, insects or fungus;

- c) the process of dyeing, cleaning, altering or repairing;
  - d) domestic pets which belong to, or are the responsibility of an INSURED PERSON or their CLOSE RELATIVE;
  - e) gradual deterioration;
  - f) seizure or confiscation by any legal authority;
  - g) electrical or mechanical breakdown;
3. water sports equipment while being used;
  4. BUSINESS equipment, tools or samples;
  5. theft from an unattended motor vehicle, unless involving theft from a locked boot, concealed luggage compartment or glove compartment and force or violence has been used to get into the vehicle. Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible or violent entry to the vehicle, the most WE will pay for any one claim is £1,000; and/or
  6. MONEY or CREDIT CARDS.



# MONEY

Please refer to YOUR schedule to see if this is operative.

## The Cover

✔ WE will pay for:

1. loss of an INSURED PERSON'S MONEY; and/or
2. unauthorised use of an INSURED PERSON'S CREDIT CARDS up to £10,000 for any one claim for each INSURED PERSON;

in the event of loss whilst on a TRIP.

✔ The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

✔ We will not automatically reduce YOUR sum insured for MONEY after a claim.

## Cover Extension

✔ **Replacement Passport and/or Visa**

If an INSURED PERSON loses their passport and/or visa whilst on a TRIP, WE will pay the reasonable travel and accommodation costs whilst the INSURED PERSON is getting a replacement.

## Exclusions

✘ WE will not pay for:

1. any EXCESS shown on YOUR schedule;

2. losses:

a) arising from accounting errors or loss of value;

b) arising from deception; and/or

c) not reported to the police within 24 hours of their discovery and not having a report obtained from them;

3. loss of CREDIT CARDS, or travellers cheques, unless the INSURED PERSON has met all of the terms and conditions of the credit card company or issuer;

4. any costs which the INSURED PERSON can recover from another source;

5. unauthorised use of CREDIT CARDS by an INSURED PERSON or their CLOSE RELATIVE;

6. losses where MONEY or CREDIT CARDS are left unattended, unless they are:

a) in the locked boot or locked and covered luggage compartment of a vehicle;

b) in locked accommodation; or

c) left with hotel security.

7. BUSINESS MONEY or CREDIT CARDS.

# PERSONAL LIABILITY

Please refer to YOUR schedule to see if this is operative.

## The Cover

✔ WE will pay the amounts for which an INSURED PERSON becomes legally liable to pay as damages as a result of:

1. accidental death, PHYSICAL INJURY or ILLNESS of any person; and/or
2. DAMAGE to PROPERTY;

arising from an event which occurs during the PERIOD OF INSURANCE.

✔ The most WE will pay:

1. for all claims arising directly or indirectly from the same source or original cause is shown on YOUR schedule;
2. for all claims payable arising from POLLUTION which occurred during the PERIOD OF INSURANCE is £5,000,000.

Where legal liability arises solely within the European Union the Channel Islands and/or the Isle of Man and all legal action is taken in the courts of these territories, WE will pay legal fees and other expenses incurred with OUR prior consent in addition to the limit of indemnity

shown on YOUR schedule.

## Cover Extension

### ✔ Indemnity to Other Parties

In the event of the death of any INSURED PERSON who has incurred a liability insured by this section, WE will insure the personal legal representatives of that INSURED PERSON, provided that they keep to the terms, conditions and limitations of the policy.

## Exclusions

✘ WE will not pay for:

1. any EXCESS shown on YOUR schedule.
2. INJURY of an INSURED PERSON, any member of their CLOSE RELATIVE or anyone employed by YOU or them.
3. PROPERTY belonging to or in the custody or control of an INSURED PERSON, other than DAMAGE to TRIP accommodation not owned by them.
4. liability arising from:
  - a) any business or profession;
  - b) owning any land or buildings;
  - c) owning or using any mechanically-propelled vehicle

or attached caravan or trailer,  
other than:

- i. domestic garden equipment;
  - ii. electrically powered:
    - invalid scooters;
    - wheelchairs;
    - pedal cycles;
    - toys;
    - golf trolleys and buggies; and/or
  - iii. model planes, boats and trains not intended to carry people;
- d) any contract or agreement, unless liability would have attached to the INSURED PERSON without it; and/or
- e) passing on of any disease or virus.
5. fines, penalties or liquidated damages of any kind.
6. DAMAGE or liability arising from POLLUTION unless caused by a sudden and unforeseen and identifiable incident and happening during the PERIOD OF INSURANCE.

### **IMPORTANT**

- ✘ The INSURED PERSON is not covered under this section of YOUR policy if they participate in any of the excluded activities listed on the following pages, unless the excluded activity is specified on YOUR schedule as insured.

## EXCLUDED ACTIVITIES

- A** Abseiling unless under supervision with a licensed operator  
Artificial wall climbing unless under supervision with a licensed operator
- B** Balcony jumping  
Banana boating unless under supervision with a licensed operator  
Base jumping  
Black water rafting  
Bouldering  
Bungee jumping unless under supervision with a licensed operator
- C** Canopy/Treetop walking unless under supervision with a licensed operator  
Canyoning unless under supervision with a licensed operator  
Car rallies  
Cave diving  
Caving unless under supervision with a licensed operator  
Cliff climbing  
Cliff diving  
Coasteering unless under supervision with a licensed operator
- D** Diving with sharks unless under supervision with a licensed operator
- F** Flying or owning a plane, microlight, or helicopter  
Free soloing
- G** Glacier walking unless under supervision with a licensed operator  
Gliding or owning a glider  
Go karting unless under supervision with a licensed operator  
Gorge swinging  
Gorge walking unless under supervision with a licensed operator  
Grass skiing unless under supervision with a licensed operator
- H** Hang gliding  
High diving from cliffs into the sea, lake or river  
Hill and mountain walking over 3,000 metres in altitude  
Horse boarding  
Hot air ballooning unless with a qualified pilot  
Hydrofoiling  
Hydro speeding
- J** Jet boating unless as a fare paying passenger  
Jet skiing
- K** Kite surfing unless under supervision with a licensed operator

- M** Motorised surf boarding
  - Mountain biking unless at a licensed activity centre or on downhill grades 1 and 2 only
  - Mountaineering – involving rock climbing and walking/climbing on ice
- P** Parachute jump
  - Paragliding
  - Parapenting
  - Parasailing unless under supervision with a licensed operator
  - Parascending unless over water and under supervision with a licensed operator
  - Planking
  - Pot-holing unless under supervision with a licensed operator
- Q** Quad biking unless at a licensed activity centre
- R** Ringos unless under supervision with a licensed operator
  - Rock climbing unless using appropriate ropes and equipment
  - Rugby – in an organised amateur match
- S** Safari unless with a licensed tour operator
  - Sailing or boating (other than rowing boats and pedalos, sailboards, surfboards, models or toys) including ownership
  - Sand yachting unless under supervision with a licensed operator
  - Sea canoeing or kayaking
  - Scuba diving to a depth over 20 metres
  - Skydiving
- T** Tall ship crewing
- U** Unarmed or armed combat including boxing and martial arts
- V** Via ferrata
  - Volcano boarding
- W** Wakeboarding, wakeskating and wakesurfing
  - Water skiing unless under supervision with a licensed operator
  - White water rafting except as a passenger under supervision with a licensed operator
  - Windsurfing unless on inland waters or within 3 miles of land
  - Winter sports
- Z** Zip wire trekking
  - Zorbing unless under supervision with a licensed operator

# LEGAL EXPENSES

Please refer to YOUR schedule to see if this is operative.

Definitions applicable to this cover only.

## **DAS**

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service on OUR behalf.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## **DATE OF OCCURRENCE**

The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events.

## **LEGAL COSTS**

1. all reasonable and necessary costs chargeable by the REPRESENTATIVE on a standard basis; and
2. the costs incurred by opponents in civil cases if an INSURED PERSON has been ordered to pay them, or

pay them with the agreement of DAS.

## **REPRESENTATIVE**

The lawyer, accountant or other suitably qualified person who DAS appoint to act for an INSURED PERSON in accordance with the terms of the Legal Expenses section.

## **The Cover**

WE will provide indemnity for the covers in this section provided that:

1. the DATE OF OCCURRENCE happens during the PERIOD OF INSURANCE;
2. any legal proceedings will be dealt with by a court, or other body which DAS agree to; and
3. in civil claims it is always more likely than not that an INSURED PERSON will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

WE will pay the LEGAL COSTS incurred by a REPRESENTATIVE.

DAS will help in appealing or defending an appeal as long as the INSURED PERSON tells DAS within the time limits allowed that they want DAS to appeal. Before WE pay the LEGAL COSTS for appeals, DAS

must agree that it is always more likely than not that the appeal will be successful.

The most WE will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is the amount shown on YOUR schedule for each INSURED PERSON, subject to a maximum of £100,000 for all claims arising from the same cause.

### **Covers**

#### **Bodily Injury**

DAS will negotiate for the INSURED PERSON'S legal rights in a claim against a party who causes the death of or bodily injury to them.

WE will not pay for any claim relating to:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
2. any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the INSURED PERSON; or
3. defending the INSURED PERSON'S legal rights, other than defending a counterclaim.

#### **Contract Disputes**

DAS will negotiate for:

1. an INSURED PERSON'S legal rights in a contractual dispute arising from an agreement or an alleged agreement which the INSURED PERSON has entered into for the purchase or hire of any goods or services during, or in connection with their TRIP; or

2. an INSURED PERSON'S legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which they have entered into with a tour operator, carrier or travel agent in connection with their TRIP.

Provided that:

1. the INSURED PERSON has entered into the agreement or alleged agreement during the PERIOD OF INSURANCE; and
2. the amount in dispute exceeds £100.

WE will not pay for any claim relating to:

1. a contract regarding the INSURED PERSON'S trade, profession, employment or any business venture;
2. the settlement payable under another insurance policy (DAS will negotiate if the INSURED PERSON'S insurer refuses their claim, but not for a dispute over the amount of the claim);
3. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT); and/or
4. a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, WE will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

## Exclusions

WE will not pay for:

1. any claim where the INSURED PERSON has failed to notify DAS of the claim within a reasonable time of the DATE OF OCCURRENCE and where this failure adversely affects the prospect of successfully recovering damages, or making a successful defence or getting any other legal remedy that DAS have agreed to.
2. an incident or matter arising before the start of this section.
3. LEGAL COSTS incurred before DAS' written acceptance of a claim unless DAS subsequently agree. Where WE have agreed to pay such LEGAL COSTS, WE will only pay those costs which have been reasonably incurred by the lawyer or other suitably qualified person the INSURED PERSON has appointed. Under the terms of this section, LEGAL COSTS will be paid on the basis of DAS' standard REPRESENTATIVE agreement.
4. fines, penalties, compensation or exemplary damages which the INSURED PERSON is ordered to pay by a court or other authority.
5. any claim deliberately or intentionally caused by an INSURED PERSON.
6. any claim relating to an INSURED PERSON'S alleged dishonesty or alleged violent behaviour.
7. any claim relating to written or verbal remarks which damage an INSURED PERSON'S reputation.
8. a dispute with US or DAS not otherwise dealt with under Special Condition 7.
9. any claim relating to a motor vehicle.
10. LEGAL COSTS arising from or relating to judicial review, coroner's inquest or fatal accident enquiry.
11. any legal action an INSURED PERSON takes which DAS or the REPRESENTATIVE have not agreed to, or where an INSURED PERSON does anything that hinders DAS or the REPRESENTATIVE.
12. LEGAL COSTS which have been incurred by the REPRESENTATIVE on a contingency fee basis.

## Special Conditions

1. An INSURED PERSON is required to:
  - a) keep to the terms and conditions of this section;
  - b) take reasonable steps to keep any amount WE have to pay as low as possible;
  - c) try to prevent anything happening that may cause a claim;
  - d) send everything DAS ask for, in writing; and
  - e) give DAS full details of any claim as soon as possible and give DAS any information DAS need.



2. a) DAS can take over and conduct in the name of an INSURED PERSON any claim, proceeding or investigation. DAS can negotiate any claim on behalf of an INSURED PERSON;
  - b) A REPRESENTATIVE will be appointed by DAS and DAS will have direct contact with the REPRESENTATIVE. However, the INSURED PERSON will be free to choose an alternative REPRESENTATIVE by sending DAS the suitably qualified person's name and address;
  - c) The REPRESENTATIVE is required to co-operate fully with DAS at all times and will represent the INSURED PERSON according to DAS' standard terms of appointment (which may include a 'no win, no fee' agreement);
  - d) An INSURED PERSON is required to co-operate fully with DAS and the REPRESENTATIVE and is required to keep DAS up-to-date with the progress of the claim; and
  - e) An INSURED PERSON is required to give the REPRESENTATIVE any instructions that DAS require.
3. a) An INSURED PERSON is required to tell DAS if anyone offers to settle a claim and must not agree to any settlement without the written consent of DAS;
  - b) If an INSURED PERSON does not accept a reasonable offer to settle a claim, WE may be instructed by DAS to refuse to pay further LEGAL COSTS; and
  - c) WE may decide to pay the INSURED PERSON the amount of damages that they are claiming or is being claimed against them, instead of starting or continuing legal proceedings.
4. a) If DAS ask, an INSURED PERSON is required to tell the REPRESENTATIVE to have LEGAL COSTS taxed, assessed or audited; and
  - b) An INSURED PERSON is required to take every step to recover LEGAL COSTS that WE have to pay and is required to pay US any LEGAL COSTS that are recovered.
5. If a REPRESENTATIVE refuses to continue acting for an INSURED PERSON with good reason, or if an INSURED PERSON dismisses a REPRESENTATIVE without good reason, the cover WE provide will end at once unless DAS agree to appoint another REPRESENTATIVE.
  6. If an INSURED PERSON settles a claim or withdraws their claim without the agreement of DAS, or does not give suitable instructions to a REPRESENTATIVE, the cover WE provide will end at once and WE will be entitled to reclaim any LEGAL COSTS paid by US.

7. If there is disagreement about the way DAS handle a claim and that disagreement is not resolved through DAS' internal complaints procedure, YOU can contact the Financial Ombudsman for help.
8. DAS may at their discretion require YOU to obtain, at the INSURED PERSON'S expense, an opinion from a lawyer or other suitably qualified person chosen by them as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that the INSURED PERSON will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence, WE will pay the cost of obtaining the opinion.
9. WE will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist.
10. This section will be governed by English law.
11. All Acts of Parliament within this section will include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be and any subsequent amendment or replacement legislation.

### **Helpline Services**

DAS provide this service 24 hours a day, seven days a week during the PERIOD OF INSURANCE. To help DAS check and improve service standards, all calls are recorded.

### **EuroLaw Legal Advice Service**

DAS will give an INSURED PERSON confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

To contact the above service, phone DAS on **0117 934 0571** and state that YOU are an NFU Mutual policyholder.

If emailing, contact DAS at [advice@DAS.co.uk](mailto:advice@DAS.co.uk) stating the country which the queries relate to and YOUR policy number. DAS will reply between 09:00 and 17:00, Monday to Friday.

DAS will not accept responsibility if the Helpline or Legal Advice Service is unavailable for reasons DAS cannot control.

## Complaints

DAS will always try to give the INSURED PERSON a quality service.

If the INSURED PERSON thinks DAS has let them down, they should write to DAS' Customer Relations Department at DAS' Head Office address shown below. Alternatively, the INSURED PERSON can phone DAS on **0117 934 0066** or email DAS at: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of DAS' internal complaint-handling procedures are available on request.

DAS' Head and Registered Office is:

DAS Legal Expenses Insurance  
Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Registered in England and Wales,  
number 103274.

Website: [www.das.co.uk](http://www.das.co.uk)

# WINTER SPORTS

Please refer to YOUR schedule to see if this is operative.

✔ Winter Sports covered under this section:

1. skiing (excluding off-piste skiing unless under the supervision of a qualified instructor);
2. sledging including pulled by horse, dogs or reindeer as a passenger only;
3. monoskiing;
4. snowboarding; and
5. snow shoe walking.

## The Cover

✔ WE will pay for:

1. DAMAGE to the SKIING EQUIPMENT of any INSURED PERSON;
2. DAMAGE to SKIING EQUIPMENT hired by an INSURED PERSON;
3. the cost of hiring SKIING EQUIPMENT should an INSURED PERSON'S own SKIING EQUIPMENT suffer DAMAGE insured by this section;
4. unrecoverable SKI PACK costs which an INSURED PERSON has paid or is liable to pay if they

suffer a PHYSICAL INJURY or ILLNESS during their TRIP for which WE have agreed to make a payment under the Personal Accident or Medical Expenses sections of this policy;

5. transport costs to an alternative resort and the cost of ski passes if an INSURED PERSON is unable to ski at their pre-booked resort due to adverse weather conditions; and/or
6. the reasonable additional accommodation and transport expenses incurred due to an INSURED PERSON'S arrival at or departure from their resort being delayed due to an avalanche.
7. the cover under the Personal Accident and Medical Expenses sections also applies under this section.

✔ The most WE will pay for any claim for each INSURED PERSON is shown on YOUR schedule.

## Exclusions

✘ WE will not pay for:

1. any EXCESS shown on YOUR schedule.
2. DAMAGE arising from:

- a) wear and tear or depreciation;
  - b) moths, vermin, insects or fungus;
  - c) the process of dyeing, cleaning, altering or repairing an item;
  - d) gradual deterioration; and/or
  - e) seizure or confiscation by a legal authority.
3. a loss or theft not reported to the police within 24 hours and a report obtained from them.
4. theft of SKIING EQUIPMENT unless:
- a) from a locked building;
  - b) securely locked to an immovable fixture; or
  - c) from a motor vehicle which is attended or the theft is from a locked boot, concealed luggage compartment or glove compartment and force or violence has been used to get into the vehicle. Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible or violent entry to the vehicle, the most WE will pay for any one claim is £1,000.
5. SKI PACK costs where a MEDICAL PRACTITIONER'S report is not obtained to confirm the period of the PHYSICAL INJURY or ILLNESS which prevented an INSURED PERSON from skiing.
6. any PHYSICAL INJURY or ILLNESS that would not be covered under the Medical Expenses section of this policy.
7. transport costs to an alternative resort and the cost of ski passes incurred due to adverse weather, conditions:
- i. in the northern hemisphere between 1 May and 30 November;
  - ii. in the southern hemisphere between 1 October and 31 May; or
  - iii. at any other time unless the resort manager confirms in writing the dates the piste was closed due to adverse weather conditions.
8. additional accommodation and transport expenses incurred due to an avalanche occurring:
- i. in the northern hemisphere between 1 May and 30 November;
  - ii. in the southern hemisphere between 1 October and 31 May; or
  - iii. at any other time unless the resort manager confirms in writing the dates of the avalanche.
9. DAMAGE to SKIING EQUIPMENT whilst participating in any activity not covered under this section.
10. any activity not listed under Winter Sports.
11. involvement in any activity as part of an organised or professional competition.

# CHARITABLE ASSIGNMENT CONDITION

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

1. Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
2. To ensure that the agreement YOU have entered into in paragraph 1. can be effectively carried out:
  - a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
  - b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
  - c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf;
  - d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
  - e) YOU cannot revoke the authority contained in (a) or (d) above, or the appointment contained in (c) above.
3. Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.

4. In this condition:

(a) the “CHARITY” is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;

(b) “BUSINESS TRANSFER” means a transfer of part or all of OUR business to any other person, firm or company;

(c) “DEMUTUALISATION” means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;

(d) “MUTUAL ORGANISATION” means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;

(e) “WE”, “US” and “OUR” refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;

(f) a “WINDFALL” means any benefit to which YOU become entitled as one of

OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;

(g) “YOU” and “YOUR” refer to the policyholder.









# YOUR EMERGENCY CONTACT CARDS

## What to do in an emergency



### 1 Call Mutuaide on +33 1 45 16 64 65 from any country

Calling from a mobile phone	They will be happy to call you back
Calling from any other phone	Call the international operator requesting a reverse charge call
Calling from France	Call 0800 22 92 92 free of charge

### 2 When you call Mutuaide, the person you speak to will need to know

- Your name and home address
- Your address and phone number abroad
- Your policy number
- Details of the emergency
- Your EHC number (if you are in an area covered by this)

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# YOUR EMERGENCY CONTACT CARDS

Your Travel Insurance Details



Your name

Your policy number

This is not a credit, debit or cheque guarantee card

Your Travel Insurance Details



Your name

Your policy number

This is not a credit, debit or cheque guarantee card

[nfumutual.co.uk](http://nfumutual.co.uk)



**NFU Mutual**

The National Farmers Union Mutual Insurance Society Limited (No 111982).  
Registered in England. Registered office: Tiddington Road, Stratford upon Avon,  
Warwickshire CV37 7BJ. Authorised by the Prudential Regulation Authority and  
regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
A member of the Association of British Insurers.

For security and training purposes, telephone calls may be recorded and monitored.

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