

Chubb Flexible Benefits
Nottingham Trent University
Annual Holiday Travel Insurance
Group Policy

CHUBB®

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Chubb Flexible Benefits

Annual Holiday Travel Insurance Group Policy

Insurance agreement

The **Group Policyholder** (as specified in the Group Policy Schedule) the **Insured Person** (as specified in the **Confirmation of Cover Document**) and Chubb European Group Plc, a Chubb Company (**Chubb**) agree that:

The **Group Policyholder** shall pay the **Premium** due to **Chubb** in respect of the **Insured Persons**.

Chubb will subject to the terms, Conditions and Exclusions of this Group Policy, provide the insurance in the manner and to the extent provided in this Group Policy. The contract of insurance consists of this Group Policy Document, Group Policy Schedule, Group Policy Schedule of Benefits and the **Confirmation of Cover Document**. The **Group Policyholder** acknowledges that **Chubb** has offered the Policy and calculated the premium using the information which Chubb has asked for and which the **Group Policyholder** has provided and that any change to the responses provided by the **Group Policyholder** may result in a change in the terms and conditions of the Policy and/or a change in the premium.

17th July 2018



Andrew Kendrick,
Regional President

Date

Europe

Helplines

Chubb has arranged the following assistance and advice services which are included automatically and are available to all Insured Persons whilst they are on a Journey. These assistance and advice services are summarised below.

Chubb Assistance

(Telephone +44 (0) 20 7173 7798)

Chubb Assistance can help in a range of different circumstances including medical emergencies. The **Insured Person** should have details of this Group Policy, including the Group Policy number and **Period of Insurance** when he or she calls.

Medical Emergency Service can help with

1. **Repatriation** - if the **Qualified Medical Practitioner** appointed by **Chubb Assistance** believes treatment in the **United Kingdom**, Isle of Man (or the Channel Islands if an **Insured Person** is resident in the Channel Islands) is preferable, transfer will be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Journey**.
2. **Payment of bills** - if an **Insured Person** is admitted to **Hospital Abroad**, the **Hospital** or attending doctor(s) will be contacted and payment of their fees up to the Group Policy limits will be guaranteed so an **Insured Person** does not have to make the payment from their own funds.
3. **Provision of medical advice** – if an **Insured Person** requires emergency consultation or treatment **Abroad**, **Chubb Assistance** will provide the names and addresses of local doctors, hospitals, clinics and dentists, and its panel of doctors will provide telephone medical advice.
4. **Unsupervised Children** - if a **Child** is left unsupervised on a trip **Abroad** because the **Principal Policyholder** or his/her **Partner** (if shown as insured on the Group Policy Schedule) is hospitalised or incapacitated, **Chubb Assistance** will organise his or her return home, including a suitable escort when necessary.

Chubb Assistance - non travel services 0800 519 9969

Counselling 📞

- (a) Identifying and managing stress and stressful situations. Crisis counselling.
- (b) Debt emotional support.
- (c) Addiction emotional support.
- (d) Support on emotional aspects of living with a long-term injury or disablement.
- (e) Following death, support and help for the bereaved customer and work related colleagues to cope with the trauma of their loss.
- (f) Support in dealing with the psychological impact of not being able to continue in employment due to injury
- (g) Signpost and details of organisations which provide face-to-face counselling.

Legal advice 📞

- (a) Advice where injury has been caused by the negligence of a third party.
- (b) Non-contentious advice on employment issues including redundancy, bullying, harassment, unfair discrimination and retirement.

Personal tax advice 📞

General advice on tax issues of a personal nature (excluding financial planning advice relating to ways of avoiding or reducing personal tax liability). **This service is not provided in the Republic of Ireland.**

Medical advice 📞

- (a) General medical information advice which can be given over the telephone.
- (b) How to access details of the length of hospital waiting lists.
- (c) Providing details of additional sources of information and societies who specialise in dealing with particular disabilities.
- (d) Information on facilities available through social services.
- (e) Advice on how to obtain a second opinion.

Bereavement advice 📞

- (a) Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor.
- (b) Advice on how to register death, the duties of the coroner and information on the documents required by the registrar.
- (c) Signpost advice to a funeral director and advice on the practical details

General definitions

The following General Definitions are applicable to the Group Policy as a whole.

£

United Kingdom pounds sterling (**GBP** shall also mean **United Kingdom** pounds sterling, where referred to in this Group Policy).

Abroad

Outside the **United Kingdom**, the Isle of Man (or the Channel Islands if an **Insured Person** is resident in the Channel Islands).

Accident/Accidental

A sudden external unforeseen and identifiable event and the word accidental shall be construed accordingly. If an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to the elements **We** will consider it as having been caused by an **Accident**.

Chubb Assistance

Travel assistance and emergency medical and repatriation services organized by **Us**.

Air Sports

Air sports Including but not limited to: ballooning; bungee-jumping; gliding; hang-gliding; micro lighting; parachuting; paragliding; or parascending

Benefit Amount

The maximum amount **We** will pay as shown in the Group Policy Schedule of Benefits.

Cancellation, Curtailment and Rearrangement Costs

Costs for unused travel and/or accommodation (including ski hire, ski school and ski lift passes), which an **Insured Person** has paid or is, contracted to pay and which cannot be recovered from any other source. Curtailment and Rearrangement costs include reasonable additional travel and accommodation expenses provided that:

1. Such travel is of a standard no greater than the class of transport on the outbound leg of the **Journey**; and
2. The standard of accommodation is not superior to that of the **Journey**.

Child, Children

Children, stepchildren and legally adopted children of the **Insured Person** and their **Partner**, and children for whom the **Insured Person** or their **Partner** are the **Parent or Legal Guardian**.

To be covered by this Group Policy, the **Children** must:

1. Not be married;
2. Depend on the **Insured Person** or their **Partner**; and

3. Be under 18 years old or under 23 years old if still in **Full-time Education** at the **Commencement Date**.

Claim(s)

Single loss or a series of losses **Due To** one cause insured by this Group Policy.

Commencement Date

The day, month and year shown after From: in the **Period of Insurance** in the Group Policy Schedule for the insurance to start.

Confirmation of Cover Document

The document issued to the **Insured Person** by **Us** detailing the **Insured Person(s)** covered under this Group Policy; their date of birth; their monthly Premium, the **Geographical Limits** they have selected, and the **Period of Insurance** from date.

Declarations

The information supplied by the **Group Policyholder** confirming up to date **Insured Person** information and **Premium** due to **Us**.

Due To

Directly or indirectly caused by, arising or resulting from, in connection with.

Eligible Lifestyle Event

A significant change of personal circumstances (including but not limited to marriage, divorce, the birth or adoption of a child and as otherwise agreed between **Us** and the **Group Policyholder**) occurring during the **Period of Insurance** and notified by the **Insured Person** to the **Group Policyholder** within 31 days of its occurrence.

Europe

Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands (unless an **Insured Person** is resident in the Channel Islands), Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza, Corsica, Sardinia, Sicily, Malta, Gozo, Crete, Rhodes and other Greek Islands, the Republic of Cyprus), Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, **United Kingdom**. Albania, although in Europe, is excluded from **Our** definition.

Excess

The Excess stated in the Group Policy Schedule of Benefits, being the first amount of any **Claim** which each **Insured Person** must pay except for:

1. A loss of deposit only **Claim** when the **Excess** is the first £10 of any **Claim**; or
2. A **Claim** for medical and additional expenses in European Union countries where a reduction is obtained using a European Health Insurance Card.

Full Time Education

A programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

- a) full-time study; or
- b) a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

Geographical Limits

The geographical area(s) within which cover applies, being:

1. **Europe**; or
2. Worldwide

as selected by the **Insured Person**, stated in their **Confirmation of Cover Document** and for which they have paid the **Premium** due.

Group Policyholder

The person, firm, company or organisation named in the Group Policy Schedule.

Hijack

The unlawful seizure or taking control of an aircraft or other means of transport in which an **Insured Person** is travelling as a passenger.

Holiday, Holidays – Trip(s) involving pre-booked travel and accommodation, devoted entirely to pleasure, rest or relaxation, where travel begins and ends in the **United Kingdom** and the Isle of Man (including Channel Islands and if an **Insured Person** is resident in the Channel Islands).

Hospital

An establishment which:

- a) exists primarily for the diagnosis, medical care and treatment of sick or injured people on an **In-Patient** basis under the supervision of **Qualified Medical Practitioner(s)** one or more of whom is available for consultation at all times;
- b) provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- c) provides full-time nursing service by and under the supervision of nursing staff.

Hospital shall not include a special unit in a hospital or a place existing primarily:

- i) for the treatment of psychiatric disease or sub-normality;
- ii) for the care of the aged, drug addicts or alcoholics;
- iii) as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest home or hospice.

Immediate Family

Partner, spouse, grandchild, **Child**, brother, sister, parent, or grandparent and corresponding family in-laws of the **Insured Person**, or anyone noted as next of kin on any legal document, all of whom must be resident in the **United Kingdom** (including Channel Islands and if an **Insured Person** is resident in the Channel Islands).

Insured Person(s)

Any persons or category of persons described under this heading in the Group Policy Schedule of Benefits

Journey

Any **Holiday** undertaken by an **Insured Person** within the **Geographical Limits** and involving travel:

1. Abroad; or
2. solely within the United Kingdom the Isle of Man (or the Channel Islands if an Insured Person is resident in the Channel Islands) if their accommodation is pre-booked and the trip is for two nights or more;

which has a duration of no longer than 45 days and which commences during the **Period of Insurance** and shall start from the time of leaving the **Insured Person's** home address and continue until arrival back to the **Insured Person's** home address provided that the return is completed within 24 hours of:

- a) Return to the **United Kingdom**, Isle of Man (or Channel Islands if an **Insured Person** is resident in the Channel Islands); or
- b) Departure from pre-booked accommodation following a **Journey** within the **United Kingdom**, Isle of Man (or the Channel Islands if an **Insured Person** is resident in the Channel Islands).

Parent or Legal Guardian

A parent with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Partner

- A:
1. spouse; or
 2. civil partner, registered pursuant to the Civil Partnership Act of the **Insured Person**; or

3. someone of either sex with whom the **Insured Person** has been living for at least three months as though they were their spouse or civil partner.

Period of Insurance

In respect of:

1. the **Group Policyholder** - the period between and inclusive of the dates specified From: and To: on the Group Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown
2. an **Insured Person** - the periods specified in the **Confirmation of Cover Document** commencing at 00.01 hours on the From: date and expiring at midnight on the latest date shown

Both dates refer to local standard time at the address of the **Group Policyholder** as shown in the Group Policy Schedule.

Permanently Resident

Resident in the first instance for at least three months and thereafter for forty weeks on average each calendar year.

Premium

The amount specified or referred to in the Group Policy Schedule in respect of the specified **Period of Insurance** or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Group Policy.

Public Conveyance

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

Qualified Medical Practitioner

A doctor or specialist, registered or licensed to practice medicine under the laws of the country in which they practice who is neither:

1. the Insured Person; or
2. a relative of such Insured Person;

unless approved by **Us**.

Travelling Companions

Friends, associates or companions accompanying the **Insured Person** on a **Journey**.

United Kingdom

England, Scotland, Wales and Northern Ireland.

War

Armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

We/Us/Our

Chubb European Group Plc

Winter Sports - Skiing (including skiing outside the area of the normal compacted snow or ski slope i.e. off-piste but excluding skiing in areas deemed unsafe by resort management), tobogganing, snow boarding and ice skating (other than on an indoor rink) but excluding competitive winter sports (including, but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons).

You/Your

The **Insured person**

Eligibility

To be covered under this Policy **You** and all other persons insured under this Policy must have **Your** main residence in the **United Kingdom** and be in the **United Kingdom** when this Policy is taken out and be registered with a GP in the **United Kingdom**.

You must also be aged less than 70 years at commencement date

Medical requirements

We have the right to refuse to pay any **Claim** if:

1. At the time this Group Policy was applied for or at any later date on which a **Journey** is booked an **Insured Person** is aware of any reason why a **Journey** might be cancelled or curtailed.
2. At the time this Group Policy was applied for or at any later date on which a **Journey** is booked either the **Insured Person** or any members of his/her **Immediate Family** is receiving or on a waiting list for treatment at a **Hospital** or nursing home.
3. An **Insured Person** intends travelling against the advice of a medically qualified doctor or for the purpose of obtaining medical treatment or where a terminal prognosis (regardless of the duration of life expectancy) has been given.

Paying premiums

1. The **Group Policyholder** will arrange for the payment of the **Insured Persons' Premiums** to Us. The amounts the **Insured Person** must pay are shown in the Group Policy Schedule of Benefits.
2. One twelfth of the appropriate annual **Premium** is payable for each month for which cover is provided under this Group Policy from the **Commencement Date** until expiry of the **Period of Insurance**.
3. If the **Insured Person** does not start paying **Premiums**, this Group Policy will not provide any insurance in respect of that **Insured Person**. The **Insured Person** will pay the first **Premium** at the **Commencement Date** and the other **Premiums** on or around the same date each month.

If cover is cancelled by an **Insured Person** before expiry of the **Period of Insurance**, the **Insured Person** will be required to pay the balance of **Premium** due up to the Renewal date

Journeys covered

This Group Policy covers all **Journeys** within the **Geographical Limits** during the **Period of Insurance** provided they meet the following conditions:

1. No individual **Journey** shall continue for more than 45 consecutive days
2. No more than 21 days in total are spent on **Journeys** involving **Winter Sports** in any one **Period of Insurance**
3. No more than 90 days in total are spent on **Journeys** in any **Period of Insurance**

Each **Journey** in the **United Kingdom**, the Isle of Man (including Channel Islands if an **Insured Person** is resident in the Channel Islands) includes at least two nights spent in accommodation that is booked before the **Journey** begins

When cover operates for a journey

1. The Cancellation insurance provided under Section 1 of this Group Policy begins when a **Journey** is booked or when the **Insured Person's** cover commences under this Group Policy if later, and ends when the **Journey** commences or when the **Period of Insurance** ends if earlier.
2. All other insurance provided under this Group Policy starts when during the **Period of Insurance** the **Insured Person's Journey** commences and lasts for the duration of such **Journey** or until the **Period of Insurance** ends (whichever is earlier).

If the **Insured Person's** return from a **Journey** is unavoidably delayed **Due To** a **Claim**, he or she will continue to be covered without any additional **Premium** for the period of the delay.

3. If there is a change to this Group Policy it will begin on the **Commencement Date** shown on the subsequent Group Policy Schedule that is issued to record the change in cover.

Children travelling unaccompanied

Children travelling without an adult **Insured Person** will only be covered if:

1. In the company of an adult (i.e. someone not defined as a **Child** under this insurance) who their **Parent or Legal Guardian** (who is an adult **Insured Person** under this **Policy** or his/her **Partner**) know other than on an organised school, college or university trip; or
2. Travelling as an unaccompanied minor on a scheduled air service which operates an unaccompanied minor scheme, and only then if they are travelling with the intention of joining, or being subsequently joined by their **Parent or Legal Guardian** or another adult who is an **Insured Person** under this Group Policy.

Changing the cover selected

The **Insured Person** may not, during the **Period of Insurance**, change the level of cover selected, except:

1. immediately following an **Eligible Lifestyle Event**
2. where specifically agreed in writing by **Us**, in which case the **Insured Person**:
 - a. may be required to pay the full annual difference in **Premium** if cover is increased (regardless of the date the increase in cover is effective from); or
 - b. may not be allowed any refund of or reduction in **Premium** if cover is decreased.

When an insured person's cover ends

The insurance in respect of each **Insured Person** will cease at midnight of the day the following events occur:

1. the **Insured Person's** cover will end on expiry of the Group Policy in the year in which they reach their 70th birthday; or the last day of the month in which their employment ends with the **Group Policyholder**; whichever happens first;
2. the **Partner's** cover will end on expiry of the Group Policy in the year in which he or she reached their 70th birthday; or when the **Insured Person's** cover ends; whichever happens first;
3. the **Children's** cover will end on expiry of the Group Policy in the year in which he or she reached their 18th birthday, or 23rd birthday if they are still in **Full-Time Education** or when they:
 - a) Get married;
 - b) Stop being dependent upon the **Insured Person**; or
 - c) When the **Insured Person's** cover ends;whichever happens first.

Section 1 - Cancellation, curtailment & rearrangement

Cover

1. Cancellation, Curtailment and Rearrangement Costs

We will indemnify each **Insured Person** in respect of **Cancellation, Curtailment and Rearrangement Costs** incurred up to the amount shown in the Group Policy Schedule of Benefits per **Insured Person** if it becomes necessary to cancel, curtail or rearrange a **Journey Due To**:

- 1.1 The death, serious injury, sudden illness, complications in pregnancy (as diagnosed by a doctor or specialist in obstetrics) or quarantine on the orders of a **Qualified Medical Practitioner** of an **Insured Person**, a member of

his/her **Immediate Family** or his/her **Travelling Companions** or anyone on whom the **Journey** depends, provided that such cancellation, curtailment or rearrangement is confirmed as medically necessary by a **Qualified Medical Practitioner**.

- 1.2 A **Public Conveyance** being cancelled or curtailed because of adverse weather, industrial action, or mechanical breakdown or derangement.
- 1.3 Jury service or subpoena of an **Insured Person** or hijacking of the conveyance in which he or she is travelling.
- 1.4 Unemployment of an **Insured Person**, which qualifies for payment under any applicable statute.
- 1.5 Serious damage making an **Insured Person's** home uninhabitable.
- 1.6 The presence of an **Insured Person** being required by the Police following a burglary or attempted burglary at his or her home.

2. Catastrophe

We will indemnify each **Insured Person** in respect of additional travel and accommodation expenses incurred up to the amount shown in the Group Policy Schedule of Benefits per **Insured Person**, to enable the **Insured Person** to continue with their **Journey** if they cannot live in their booked accommodation because of a catastrophe involving fire, flood, earthquake, storm, lightning, explosion, hurricane or major outbreak of infectious disease.

Special Conditions applicable to Catastrophe Cover:

The **Insured Person**:

- 2.1 must provide a written statement from an appropriate public authority confirming the reason and nature of the disaster and how long it lasted;
- 2.2 must not have known about any event that results in a **Claim** before leaving from their international departure point; and
- 2.3 must provide **Us** with evidence of all the extra costs incurred.

Exclusions Specific to Section 1 (General Exclusions also apply)

We shall not be liable for:

1. Cancellation, Curtailment and Rearrangement Costs

- 1.1 Where a **Qualified Medical Practitioner** has not confirmed such cancellation or curtailment or rearrangement as medically necessary.
- 1.2 At the time this Group Policy was applied for or before a **Journey** was booked, either the **Insured Person**, any members of his/her **Immediate Family**, **Travelling Companions** or anyone on whom the **Journey** depends is receiving treatment or is on a waiting list for treatment at a **Hospital** or nursing home;
- 1.3 Incurred as a result of strike or industrial action, which is public knowledge when this Group Policy is taken out, or a **Journey** is booked.
- 1.4 Incurred as a result of an aircraft, sea vessel or train being withdrawn from service on the orders of the recognised regulatory authority in any country.
- 1.5 Incurred as the result of an **Insured Person** being called as an expert witness or if his or her occupation would normally require a court attendance.
- 1.6 Incurred as a result of an **Insured Person** being unemployed if they knew that they might become unemployed at the time a **Journey** was booked.

2. Cancellation, Curtailment and Rearrangement Costs or additional travel and accommodation expenses incurred as a result of the:

- 2.1 where a **Journey** is undertaken against the advice of a **Qualified Medical Practitioner** or where a terminal complaint (regardless of the duration of life expectancy) has been diagnosed or where the purpose of the **Journey** is to receive medical treatment or advice;

- 2.2 **Insured Person's** financial circumstances
 - 2.3 default of any provider (or their agent) of transport or accommodation, acting for the **Insured Person**.
 - 2.4 Foreign and Commonwealth Office advising against non-essential travel to the **Journey** destination at the time the **Journey** was booked.
 - 2.5 **Insured Person** or his/her **Partner** being aware of any reason that might cause the **Journey** to be cancelled, either at the time the **Journey** was booked or at the time the **Insured Person** elected to participate in the Group Policy.
2. The **Excess**.
3. Any additional travel and accommodation expenses incurred where the means of transport and/ or accommodation used is of a standard superior to that of the outbound leg of the **Journey**.
4. Any loss, charge or expense **Due To**:
- 4.1 A delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
 - 4.1 Disinclination to go on a **Journey**;
 - 4.3 Prohibitive regulations by the government of any country.
5. A charge or expense paid for or to be discharged with any kind of promotional voucher.

Section 2 - Travel delay

Cover under this Section only applies to Journeys Abroad.

Cover

1. Delay /Abandonment

If an **Insured Person** is delayed for at least 12 hours because the scheduled departure of a **Public Conveyance** is affected by a strike, industrial action, adverse weather, mechanical breakdown/derangement, or grounding of an aircraft **Due To** mechanical or structural defect, **We** will pay:

- A. Delay

up to the amount shown in the Group Policy Schedule of Benefits ; or

- B. Abandonment

up to the amount shown in the Group Policy Schedule of Benefits for **Cancellation, Curtailment and Rearrangement Costs** if a **Journey** is abandoned after a delay of at least 24 hours of the scheduled departure from the **United Kingdom**, Isle of Man or the Channel Islands.

2. Additional Petcare Fees

If an **Insured Person's** return leg of their original booked return **Journey** is delayed for at least 12 hours because the scheduled departure of an aircraft, sea vessel or cross-channel train is delayed **Due To** circumstances outside the **Insured Person's** control, **We** will pay up to the amount shown in the Group Policy Schedule of Benefits for additional pet care fees incurred in respect of domestic pets owned by the **Insured Person**.

Exclusions Specific to Section 2 (General Exclusions also apply)

We shall not be liable:

- 1 For:
- 1.1 The **Excess** if a **Journey** is abandoned.
 - 1.2 Any additional travel and accommodation expenses where the means of transport and/ or accommodation used is of a standard superior to that of the outbound leg of the **Journey**
 - 1.3 A charge or expense paid for or to be discharged with any kind of promotional voucher.

- 1.4 Any petcare fees an **Insured Person** pays outside the **United Kingdom**, the Channel Islands or the Isle of Man as a result of quarantine regulations.
- 2 If an **Insured Person** does not:
 - 2.1 Check-in before the scheduled departure time shown on his or her travel itinerary;
 - 2.2 Provide **Us** with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay.
 - 2.3 Provide **Us** with a receipt for additional pet care fees paid.
- 3 If an aircraft, sea vessel, coach or train is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority.
- 4 If a strike or industrial action could be reasonably expected when a **Journey** is booked.

Section 3 - Missed departure

Cover under this Section only applies to Journeys Abroad.

Cover

We will indemnify each **Insured Person** up to the amount shown in the Group Policy Schedule of Benefits for necessary and reasonable accommodation and travel expenses to enable an **Insured Person** to reach his or her scheduled destination if he or she arrives too late at the airport, sea port, coach or train station to commence a booked leg of the **Journey** from or to the **United Kingdom**, Isle of Man or the Channel Islands **Due To**:

1. The car he or she is using for travel breaking down or being involved in an **Accident**
2. The **Public Conveyance** he or she is using for travel failing to arrive on schedule

Provided that:

- Such travel is of a standard no greater than the class of transport on the outbound leg of the **Journey**; and
- The standard of accommodation is not superior to that of the **Journey**.

Exclusions Specific to Section 3 (General Exclusions apply as well)

We shall not be liable:

1. For:
 - 1.1. Accommodation and travel expenses where the means of transport and/ or accommodation used are of a standard superior to that of the booked leg of the **Journey**.
 - 1.2. The **Excess**.
 - 1.3. A missed departure caused by strike or industrial action that could be reasonably expected when the **Journey** was booked.
2. For any claim under this Section of the Group Policy If the **Insured Person** does not:
 - 2.1. Provide original written evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained.
 - 2.2. Provide details from the operators of **Public Conveyance** used for travel of the length of, and reason for, the delay.
 - 2.3. Allow sufficient time to have reasonable expectation of checking in for the **Journey** at least 45 minutes prior to the latest time permitted by the operator of the relevant **Public Conveyance**.

Section 4 - Personal accident

Definitions Specific to Section 4

Bodily Injury

Injury to an **Insured Person** which happens while the Group Policy is in force and which:

- Is caused only by an **Accident**; and
- Solely and independently **of any other cause**, directly results in their death, **Loss of Limb, Loss of Sight** or **Permanent Total Disablement** within 24 months of the **Accident**.

Loss of Limb

Amputation or total and permanent loss of use of one or more hands at or above the wrist joint or of one or more feet above the ankle (talo-tibial joint)

Loss of Sight

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

Permanent Disability

A disability which has lasted for at least 12 months from which **We** believe the **Insured Person** will never recover

Permanent Total Disablement

If **You** were in gainful employment at the date of the **Accident**:

A **Permanent Disability** which stops **You** from carrying out **Your** usual occupation; or

If **You** were not in gainful employment at the date of the **Accident**:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:

- eating
- getting in and out of bed
- dressing and undressing
- toileting
- walking 200 metres on level ground

Cover

If an **Insured Person** sustains a **Bodily Injury** during a **Journey**, **We** will pay a **Benefit Amount** up to up to pay up to the amount shown in the Group Policy Schedule of Benefits:

1. for **Loss of Sight** or **Loss of Limb**; or
2. for **Permanent Total Disablement**; or
3. for **Accidental** Death

Exclusions Specific to Section 4 (General Exclusions also apply)

We shall not be liable:

1. For more than:
 - 1.1. £10,000 following **Accidental** Death if the **Insured Person** is under 18 years of age at the time of the **Bodily Injury**

- 1.2. One benefit for all **Bodily Injury** arising from a single **Accident**.
2. For **Bodily Injury Due To** a disease or any physical defect, injury or illness which existed before the **Journey**;
3. **Permanent Total Disablement** if the **Insured Person** is retired from gainful employment and receiving a pension of any kind.

Section 5 - Medical & supplementary travel / accommodation expenses

Definitions specific to Section 5

Medical Expenses - All reasonable costs necessarily incurred outside of the **United Kingdom** for **Hospital**, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a **Qualified Medical Practitioner** and include charges for staying in a **Hospital**.

Emergency Repatriation Expenses - All reasonable costs necessarily incurred in repatriating the **Insured Person** to the most suitable **Hospital** or to the **Insured Person's** home address in the **United Kingdom**, Isle of Man (or the Channel Islands if an **Insured Person** is resident in the Channel Islands) provided that such repatriation is:

1. Medically necessary; and
2. Organised by **Chubb Assistance**

Cover

1. If an **Insured Person**

- 1.1 sustains an injury; or
- 1.2 becomes ill (including complications in pregnancy as diagnosed by a doctor or specialist in obstetrics, provided that if travelling within 12 weeks of the expected date of delivery the **Insured Person** provides a medical certificate issued by a doctor or midwife confirming the number of weeks of pregnancy and that the **Insured Person** is fit to travel, on the **Journey Abroad**. The certificate must be dated no earlier than 5 days before the outbound travel date).

during a **Journey Abroad**, **We** will indemnify the **Insured Person** in respect of:

- 1.3 **Medical Expenses** and **Emergency Repatriation Expenses** up to the amount shown in the Group Policy Schedule of Benefits
- 1.4 Costs incurred up to an unlimited amount for additional travel and hotel expenses authorised in advance by **Chubb Assistance**, including those for one other person if an **Insured Person** has to be accompanied on medical advice from a **Qualified Medical Practitioner** or if a **Child** needs to be escorted home.
2. If an **Insured Person** dies, **We** will pay up to the amount shown in the Group Policy Schedule of Benefits
 - 2.1. For cremation or burial charges in the country in which he or she died;
 - 2.2. To transport his or her body or ashes back to the **United Kingdom** Isle of Man (or the Channel Islands if an **Insured Person** is resident in the Channel Islands).

Exclusions Specific to Section 5 (General Exclusions also apply)

We shall not be liable for:

1. Any amount recovered under a National Health Service reciprocal agreement.
2. Treatment not confirmed as medically necessary.
3. Expense incurred in the **Insured Person's** country of residence.
4. any expenses incurred more than 12 months after the date the **Insured Person** was injured or became ill.
5. Additional travelling expenses not authorised by **Chubb Assistance** if an **Insured Person** has to return home earlier than planned or be repatriated.

6. any expenses incurred where a **Journey** is undertaken against the advice of a **Qualified Medical Practitioner** or where a terminal complaint (regardless of the duration of life expectancy) has been diagnosed or where the purpose of the **Journey** is to receive medical treatment or advice”.
7. Medication an **Insured Person** is taking before and which he or she will have to continue taking during a **Journey**.
8. Surgery, medical or preventative treatment which can be delayed in the opinion of the **Qualified Medical Practitioner** treating an **Insured Person** until he or she returns to the **United Kingdom**, Isle of Man or the Channel Islands.
9. Any additional costs for single or private room accommodation.
10. Additional travel and hotel expenses incurred which have not been authorised in advance by **Chubb Assistance**.
11. Cremation or burial costs in the **United Kingdom**, Isle of Man or the Channel Islands.
12. The **Excess**, except where the **Insured Person** has obtained a reduction in the cost of medical expenses in European Union Countries by using a European Health Insurance Card.

Special Conditions Applicable to Section 5

1. **Chubb Assistance** must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a **Claim**.
2. The **Group Policyholder** or the **Insured Person** must not make or attempt to make arrangements without the involvement and/or agreement of **Chubb Assistance**.
3. Any repatriation will be organised by **Chubb Assistance** by the most appropriate method including, if necessary, the use of air services and arrangements for qualified medical staff to accompany an **Insured Person** if required.
4. The **Group Policyholder** or the **Insured Person** will make full reimbursement to **Us** for all costs incurred in the event of repatriation services being provided by **Chubb Assistance** in good faith to any person not insured under this Group Policy.

Section 6 – Overseas hospital benefit

Cover under this Section only applies to Journeys Abroad.

Definitions specific to Section 6

Confinement

Admission to a **Hospital** as an **In-Patient** on the advice of, and under the regular care and attendance of a **Qualified Medical Practitioner**.

In-Patient

An **Insured Person** whose **Hospital Confinement** is as a resident bed patient, for whom a clinical case record has been opened and whose **Confinement** is necessary for the medical care, diagnosis and treatment of **Bodily Injury** covered by this Group Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

Cover

If an **Insured Person** is a **Hospital** in-patient during a **Journey** and has a **Claim** paid under Section 5 - MEDICAL & SUPPLEMENTARY / ACCOMODATION EXPENSES, **We** will pay the **Benefit Amount** stated in the Group Policy Schedule of Benefits

Special Extension to Section 6.

If an **Insured Person's Hospital** stay is as a result of unprovoked malicious assault the benefit amounts will be doubled provided that the police are informed within 12 hours of the happening of such assault and a written report obtained from them.

Section 7 - Personal property

Definitions specific to Section 7

Personal Property - Any suitcase, trunk or container of a similar kind and its contents, and any article normally worn or carried by an **Insured Person** which is owned by or under the custody or control of the **Insured Person** and which is not excluded under Exclusions.

Repair and Replacement Costs - cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation.

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

Cover

1. Repair and Replacement Costs

If **Personal Property** is lost, damaged or stolen during a **Journey**, **We** will indemnify each **Insured Person** for **Repair and Replacement Costs** up to the amount stated in the Group Policy Schedule of Benefits.

2. Baggage Delay

We will also reimburse the cost of essential items up to the amount stated in the Group Policy Schedule of Benefits that an **Insured Person** has to purchase because **Personal Property** is lost or misplaced for at least 12 hours by an airline or other carrier provided that;

- 2.1. **We** are provided with original written confirmation from the carrier or tour representative that the lost or misplaced **Personal Property** was delayed for at least 12 hours after the **Insured Person** arrived at his or her destination;
- 2.2. this cover will not apply to **Personal Property** lost or misplaced on the final leg of a **Journey** returning an **Insured Person** to the **United Kingdom**, Isle of Man or the Channel Islands.

Exclusions Specific to Section 7 (General Exclusions also apply)

We shall not be liable:

1. For:
 - 1.1. The **Excess**;
 - 1.2. More than the Single Article Limit stated in the Group Policy Schedule of Benefits (£100 if no receipt can be provided) for a single item, pair or set, or part of a pair or set;
 - 1.3. More than the appropriate limit stated in the Group Policy Schedule of Benefits for loss or theft of or damage to:
 - 1.3.1 Golf clubs, bags and accessories;
 - 1.3.2 Spectacles or prescription sunglasses
 - 1.3.3 Duty free goods brought on the return leg of the **Journey**
 - 1.4. More than the **Valuables** Limit stated in the Group Policy Schedule of Benefits in total for all **Valuables**;
 - 1.5. Any items stolen from an unattended vehicle or trailer unless:
 - 1.5.1. they were out of view in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover;
 - 1.5.2. they were out of view in a locked trailer;- and there is evidence of forced entry.

1.6. subject to 1.5 above loss or theft of or damage to **Personal Property** or **Valuables** left unattended, out of sight of the **Insured Person** or in a position where the **Insured Person** cannot prevent interference with them. However, this exclusion will not apply to:

1. **Personal Property** other than **Valuables** contained in a locked room; or
2. **Valuables** left in a locked safe or locked safety deposit box

at the time they are lost, damaged or stolen.

1.7. Loss or theft unless it is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report;

Loss or theft of or damage to:

1.7.1. **Personal Property** in the custody of an airline or other carrier unless the loss, theft or damage is reported in writing to the airline or other carrier within 24 hours of discovery and **We** are provided with a copy of the original written airline or carrier report;

1.7.2. Household goods, contact or corneal lenses, sunglasses (other than spectacles or prescription sunglasses), dentures, hearing aids, samples or merchandise, bonds, securities or documents of any kind;

1.7.3. Antiques, musical instruments, pictures, typewriters, portable telephones, any computer equipment not defined under **Valuables**, sports equipment whilst being used (except for **Winter Sports** equipment if **Winter Sports** cover is shown as covered on the Group Policy Schedule), vehicles or their accessories, watercraft and ancillary equipment, glass (other than spectacles or prescription sunglasses), china or similar fragile items, and pedal cycles;

1.8. Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical derangement, or damage **Due To** atmospheric or climatic conditions;

1.9. Delay, detention, seizure or confiscation by customs or other officials.

Section 8 - Money

Definition specific to Section 8

Money - Coins, banknotes, traveller's cheques, postal or money orders, travel tickets and pre-paid vouchers, and credit cards

Cover

We will indemnify each **Insured Person**, up to the amount stated in the Group Policy Schedule of Benefits, for **Money** which is held by an **Insured Person** for his or her personal use which is lost or stolen during a **Journey** whilst:

1. Being carried by an **Insured Person**;
2. Left in a locked hotel safety deposit box.

Exclusions Specific to Section 8 (General Exclusions apply as well)

We shall not be liable for:

1. The **Excess**.
2. More than **£50** if the **Insured Person** is under 16 years of age.
3. Delay, detention, seizure or confiscation by customs or other officials.
4. Loss or theft unless it is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report.
5. Traveller's cheques:
 - 5.1. If the issuing company provides a replacement service; and/or

5.2. The loss or theft is not reported immediately to the local branch or agent of the issuing company and **We** are provided with a copy of their written acknowledgement;

6. Depreciation in value or shortage **Due To** any error or omission.

Section 9 - Loss of passport / driving licence expenses

Cover

We will indemnify each **Insured Person**, up to the amount stated in the Group Policy Schedule of Benefits, to cover reasonable additional travel and accommodation costs incurred by an **Insured Person** to obtain a new passport or driving licence following the loss or theft of his or her original documents during a **Journey**.

Exclusions Specific to Section 9 (General Exclusions also apply)

We shall not be liable for:

1. Delay, detention, seizure or confiscation by customs or other officials.
2. Loss or theft unless it is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report.
3. A passport or driving license stolen from an unattended vehicle unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry.

Section 10 - Hijack

Cover

If whilst on, or travelling to or from, a **Journey**, an **Insured Person** is detained or held hostage during a **Hijack**, **We** will pay up to the amount stated in the Group Policy Schedule of Benefits.

Exclusions Specific to Section 10 (General Exclusions also apply)

An **Insured Person** shall not be covered for any **Claim** resulting from their acting in a way which could cause a **Claim** under this section.

Special condition which applies to section 10

(General Conditions also apply)

The **Insured Person** must provide a written statement from an appropriate authority confirming the **Hijack** and how long it lasted.

Section 11 - Personal liability

Definition specific to Section 11

Costs and Expenses

1. All costs and expenses recoverable by a claimant from an **Insured Person**;
2. All cost and expenses incurred with **Our** written consent;
3. Solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies - except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, **Costs and Expenses** described in 1, 2 and 3 above are deemed to be included in the Limit of Liability.

Cover

We will indemnify an **Insured Person** against all sums which he or she is legally liable to pay as damages in respect of:

1. accidental bodily injury (including death, illness or disease) to any person; or
2. accidental loss of or damage to material property

which occurs during the **Period of Insurance** arising out of the **Journey**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the amount stated in the Group Policy Schedule of Benefits (hereafter called the Limit of Liability).

We will in addition pay **Costs and Expenses**.

Exclusions specific to Section 11 (General Exclusions also apply)

We will not provide indemnity for any liability:

1. in respect of bodily injury to any person who is under a contract of service or apprenticeship with an **Insured Person** when such injury arises out of and in the course of their employment by the **Insured Person** or a member of the **Insured Person's** family.
2. assumed by the **Insured Person** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
3. for the carrying on of, or engaging in, any:
 - i. trade, business or profession; or
 - ii. activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.
4. liability directly or indirectly occasioned by happening through or in consequence of **War**;
5. in respect of loss of or damage to **Personal Property** (as defined in Section 7);
6. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
 - 6.1 the carrying on of any trade, business or profession.
 - 6.2 the ownership, possession or use of:
 - 6.2.1 horse-drawn or mechanically propelled vehicles.
 - 6.2.2 aircraft, hovercraft or watercraft (other than manually propelled watercraft)
 - 6.2.3 firearms (other than sporting guns).
 - 6.2.4 animals (other than horses and domestic cats and dogs)
 - 6.3 arising from the occupation or ownership of any land or building. However, this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by an **Insured Person** in the course of a **Journey**.
 - 6.4 Any willful or malicious act.
7. Punitive or exemplary damages.

Special Conditions applying to Section 11

1. No admission, offer, promise or indemnity shall be made without **Our** consent. **We** shall be entitled to take over and conduct in the **Insured Person's** name the defence or settlement of any **Claim** or to prosecute in the **Insured Person's** name for **Our** own benefit any **Claim** for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and the **Insured Person** shall give all information and assistance as **We** may require. Every letter, **Claim**, writ, summons and process shall be forwarded to **Us** on receipt. Written notice shall be given to **Us** immediately the **Insured Person** shall have notice of any prosecution or inquest in connection with any circumstances that may give rise to liability under this Section.

2. **We** may at **Our** sole discretion in respect of any occurrence or occurrences covered by this Section pay to an **Insured Person** the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for which the claim(s) arising from such occurrence(s) can be settled and **We** shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of **Costs and Expenses** incurred prior to the date of such payment and for which **We** may be responsible hereunder.
3. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by an **Insured Person** or not covering the same liability **We** shall not be liable to indemnify an **Insured Person** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

Section 12 - Overseas legal advice & expenses

Cover under this Section only applies to Journeys Abroad.

Definitions Specific to Section 12

Legal Expenses -

- Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused accidental bodily injury to or illness of an **Insured Person** or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
- Costs for which an **Insured Person** is legally liable following an award of costs by any court or tribunal or an out of Court settlement made in connection with any claim or legal proceedings.

Legal Representatives - The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of an **Insured Person**.

Any One Claim - All claims or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

Cover

If during a **Journey** an **Insured Person** sustains bodily injury or illness which is caused by a third party **We** will pay up to the amount stated in the Group Policy Schedule of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

Exclusions specific to Section 12 (General Exclusions also apply)

In respect of each **Claim** under this insurance **We** will not pay for:

1. Any **Claim** reported to **Us** more than 12 months after the beginning of the incident which led to the **Claim**;
2. Any **Claim** where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**;
3. **Legal Expenses** incurred before receiving **Our** prior authorisation in writing unless such costs would have been incurred subsequent to **Our** authorisation;
4. **Legal Expenses** incurred in connection with
 - 4.1 any criminal or willful act;
 - 4.2 the **Insured Person** driving a motor vehicle.
5. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against the **Insured Person** unless as a counter claim;
6. Fines, penalties compensation or damages imposed by a court or other authority;
7. **Legal Expenses** incurred for any claim or legal proceedings brought against:

- 7.1 A tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
- 7.2 **Us** or **Our** agents; or
- 7.3 The **Insured Person's** employer;
8. Actions between **Insured Persons** or pursued in order to obtain satisfaction of a judgment or legally binding decision;
9. **Legal Expenses** incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
10. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
11. **Legal Expenses** incurred where an **Insured Person** has:
 - 11.2 failed to co-operate fully with and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party; or
 - 11.3 Settled or withdrawn a **Claim** in connection with any claim or legal proceedings for damages and or compensation from a third party without **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
12. **Legal Expenses** incurred after an **Insured Person** has not:
 - 12.2 Accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by **Us**; or
 - 12.3 Accepted an offer from **Us** to settle a **Claim**;
13. **Legal Expenses** that **We** considers unreasonable or excessive or unreasonably incurred.
14. Any amount of money **the Insured Person** agrees to pay to any lawyer out of any compensation that he or she receives.

Special Conditions Applicable to Section 12

1. **Legal Representatives** must be qualified to practise in the Courts of the country where the event-giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
2. The **Insured Person** has the right to select and appoint a **Legal Representative** of their choice to represent them in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). The **Insured Person** shall provide **Us** with details of the selected **Legal Representative's** name and address. **We** may provide information about **Legal Representatives** in the **Insured Person's** local area if asked to do so.
3. The **Legal Representatives** and the **Insured Person** must co-operate fully with and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a claim or legal proceedings under this Insurance. On request the **Insured Person** will give to the **Legal Representatives** any instructions necessary to ensure such access.
4. **Our** authorisation to incur **Legal Expenses** will be given if an **Insured Person** can satisfy **Us** that:
 - 4.1 There are reasonable grounds for pursuing or defending the claim or legal proceedings and the **Legal Expenses** will be proportionate to the value of the claim or legal proceedings; and
 - 4.2 It is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at the **Insured Person's** expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the **Claim** is admitted, an **Insured Person's** costs in obtaining this opinion will be covered by this Insurance.
5. If there is any dispute, other than in respect of the admissibility of a **Claim** on which **Our** decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have

the power to apportion costs. If the decision is made in **Our** favour, the **Insured Person's** costs shall not be recoverable under the Insurance.

6. **We** may at **Our** discretion assume control at any time of any claim or legal proceedings in the name of the **Insured Person** for damages and or compensation from a third party.
7. All **Claims** within this Section must be submitted to **Us** in writing within 90 days of the event giving rise to a potential claim.
8. Any **Legal Expenses** incurred without **Our** written agreement shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to the **Insured Person**.
9. **We** may at **Our** discretion require the **Insured Person** to obtain at the expense of the **Insured Person** an opinion of a barrister agreed by the **Insured Person** and **Us** as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. **We** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.
10. **We** may at **Our** discretion offer to settle a counter-claim against the **Insured Person** which it considers to be reasonable instead of continuing any claim or legal proceedings for damages and/or compensation by a third party.
11. The **Insured Person** shall be responsible for the repayment to **Us** of all sums paid by **Us** in respect of the **Legal Expenses** where:
 - 11.1 An award of costs is made in favour of the **Insured Person** in the claim or legal proceedings; or
 - 11.2 Costs are agreed to be paid to the **Insured Person** as part of any settlement of the claim or legal proceedings.
12. If a conflict of interest arises, where **We** are also the insurers of the third party or proposed defendant to the claim or legal proceedings, the **Insured Person** has the right to select and appoint other **Legal Representatives** in accordance with Special Condition 2 of this Section.
13. If at the reasonable request of the **Insured Person Legal Representatives** cease to continue acting for the **Insured Person** **We** shall agree with the **Insured Person** to appoint other **Legal Representatives** in accordance with the terms of this Insurance.

Section 13 - Winter sports

Cover under this section only applies if it is stated in the schedule as being operative.

Up to 21 days **Winter Sports** cover is included in any **Period of Insurance**,

Cover

We will pay each **Insured Person** up to the appropriate amount stated in the Group Policy Schedule of Benefits:

1. Unused ski Pack
towards the cost of an **Insured Person's** unused ski pack (if they have already paid and can't get the money back) if they become ill or are injured while they are on a **Journey** and are medically certified as being unable to use it. A ski pack includes ski school fees or ski instructor fees, hired skis, ski boots and bindings, snowboards, snowboard boots and bindings or ice skates and the cost of any booked lift pass.
2. Replacement Winter Sports Equipment hire
for each full 24 hour period it is necessary for an **Insured Person** to hire replacement **Winter Sports** equipment for their own **Winter Sports** equipment that is
 - 2.1. Lost or broken in an **Accident**;
 - 2.2. Lost or misplaced by an airline or other carrier on the outward leg of the **Journey** from the **United Kingdom**, Isle of Man or the Channel Islands and delayed for at least 12 hours after the arrival of the **Insured Person** at their destination.

3. Piste Closure (Lack of Snow)

for each full 24-hour period during their trip (between 1 December and 15 April for travel to the Northern hemisphere or between 1 May and 30 September for travel to the Southern hemisphere) an **Insured Person** is unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available.

4. Avalanche

for additional and necessary travel and accommodation costs if an **Insured Person's** pre-booked arrival at or departure from the resort they are staying at during the **Journey**, is delayed by an avalanche for more than 10 hours from the scheduled arrival or departure time stated on his or her travel ticket.

Conditions Specific to Section 13 (General Conditions also apply)

1. Conditions Specific to Sub-section 3

- 1.1 The **Insured Person** must obtain a written statement from the management of the resort confirming the reason for the closure and how long it lasted.
- 1.2 The pre-booked resort where the **Insured Person** is staying is at least 1,000 metres above sea level.
- 1.3 Cover will not be provided if the **Insured Person** buys this Group Policy within 14 days of the start date of their **Journey** and there is public knowledge that there is, or may be, insufficient snow in the pre booked resort.

2. Condition Specific to Sub-section 4

The **Insured Person** must obtain a written statement from the appropriate authority confirming how long the delay lasted.

Exclusions specific to Section 13 (General Exclusions also apply)

We shall not be liable:

1. For:
 - 1.1. Delay, detention, seizure or confiscation by customs or other officials
 - 1.2. Any **Claim** in respect of Replacement Winter Sports Equipment Hire or Unused Ski Pass **Due To** loss or theft unless such loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report.
 - 1.3. More than £300 in total for all **Claims** under both Cover 5. Avalanche and SECTION 2 - TRAVEL DELAY.
2. More than 21 days cover for **Winter Sports** in any one **Period of Insurance**

General exclusions

We shall not be liable to make any payment under this Group Policy **Due To**:

1. Participation in **Air Sports**
2. Air travel, unless the **Insured Person** is travelling as a fare-paying passenger in a fixed wing aircraft, which is provided by a licensed airline or air charter company.
3. Currency exchange.
4. **We** will not pay any claims which would result in **Us** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. The **Insured Person** should contact Chubb's Customer Services Team on 0800 519 8026 for clarification of policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. Applicable to US Persons only : policy cover for a **Journey** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any claim from a US Person relating to Cuba travel, **We** will require verification from the US Person of such OFAC licence to be submitted with the claim. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including

Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

5. **We** will not be liable to make any payment under this Policy where the **Insured Person** does not meet the Eligibility Criteria detailed on Page 4.
6. Participation in or training for: mountaineering requiring the use of ropes or guides; potholing; travelling on a motorcycle over 125cc; competitive **Winter Sports**; scuba diving to depths greater than 30 metres; and speed or endurance tests.
7. Any illegal act of an **Insured Person**.
8. Misuse of alcohol or solvents by an **Insured Person**.
9. Drugs ingested by an **Insured Person** except for drugs that are properly prescribed.
10. The **Insured Person** driving a vehicle of any kind whilst the alcohol level in his or her blood exceeds the legal limit of the country where he or she is driving.
11. Post traumatic stress disorder or a related syndrome or any psychological or psychiatric condition diagnosed before a **Journey** begins.
12. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel
13. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
14. Pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
15. Infection with Human Immune Deficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC).
16. Sexually transmitted disease.
17. Suicide, attempted suicide or intentional self-injury even if the **Insured Person** is insane.
18. Self-exposure to danger except in an attempt to save human life.
19. **War** or any act of **War** whether **War** is declared or not.
20. Business of any description that is undertaken on a **Holiday**.
21. Chubb will not be liable to make any payment under this Policy where the Insured Person does not meet the Eligibility Criteria detailed on Page 4.

General conditions

1. This Group Policy Document, the Group Policy Schedule, the Group Policy Schedule of Benefits and the **Confirmation of Cover Document** issued to or made available to the **Insured Person**, shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2. The **Group Policyholder** shall give **Us** written notice within a reasonable time of any alteration in the **Group Policyholder's** business.
3. No sum payable by **Us** under this Group Policy shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.
4. The **Insured Person** may withdraw from the cover provided by this Group Policy at any time by giving notice to the **Group Policyholder**. No refund of Premium is payable.
5. **We** may cancel this Group Policy due to fraud or attempted fraud, misrepresentation and/or non-disclosure of material facts, or lack of reinsurance by giving thirty days written notice to the **Group Policyholder** at their last known address and in such event the **Premium** for the period up to the date when the cancellation takes effect shall be calculated and **We** shall promptly return any unearned portion of the **Premium** paid.

In the event of cancellation of this Group Policy by **Us** in accordance with this condition, the **Group Policyholder** must notify all **Insured Persons** of such cancellation.

6. Where the **Group Policyholder** or an **Insured Person** or their personal representatives do not comply with any obligation to act in a certain way specified in this Group Policy, **We** reserve the right not to pay a **Claim**.
7. It is hereby agreed between **Us**, the **Group Policyholder** and **Insured Person** that:
 - 7.1 This Group Policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute; and
 - 7.2 Communication of and in connection with this Group Policy shall be in the English language.
8. The **Group Policyholder**, and the Insured Persons if applicable must ensure that all of the information which it has provided to **Chubb** in the Application Form, on the Declaration, by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a claim may not be paid. The **Group Policyholder** acknowledges that **Chubb** has offered the Policy and calculated the premium using the information, which the **Group Policyholder** has provided and that any change to the responses provided by the **Group Policyholder** may result in a change in the terms and conditions of the Policy and/or a change in the premium..
9. If the **Group Policyholder**, or **Insured Person** if applicable, makes a representation which was untrue or misleading and:
 - (a) they knew it was, or did not care whether or not it was, untrue or misleading and knew that the information was, or did not care whether it was, relevant to **Chubb** then **Chubb** may have the option to void the Policy; or
 - (b) they made it carelessly then **Chubb** may be able to avoid the Policy and return the **Premium** or vary the Policy including varying the terms and conditions or increasing the **Premium** depending upon the impact the information would have had on **Chubb's** decision to issue the Policy.
10. The benefits under this Group Policy may not be assigned by the **Insured Person**. **We** will not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Group Policy.
11. **We**, the **Group Policyholder**, and the **Insured Person** agree that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. **We** and the **Group Policyholder** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under Contracts (Right of Third parties) Act 1999.
12. Other than in respect of any claim under
 - 12.1 Section 4 – Personal accident

12.2 Section 11 – Personal liability

where a **Claim**, or part thereof is covered by any other policy or policies, **We** shall not be liable for more than **Our** rateable proportion of such **Claim**.

13. Each **Insured Person** must take ordinary and reasonable care to safeguard against loss, damage, **Accident**, injury or illness as though they were not insured. If **We** believe that any **Insured Person** has not taken reasonable care of property, the **Claim** may not be paid. The items insured under this Group Policy must be maintained in good condition and kept in good repair.
14. **We** are required to notify the **Insured Person** that other taxes or costs may exist which are not imposed or charged by **Us**.
15. **We** reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.

Claims provisions

1. On the happening of any occurrence likely to give rise to a claim under this Group Policy notice shall be given to The Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: PO Box 682, WINCHESTER, SO23 5AG
Telephone: 0345 841 0845
Facsimile: 01293 597323
e-mail: uk.claims@chubb.com
Web: www.chubbclaims.co.uk

2. The **Insured Person** shall at their own expense furnish to **Us** such certificates, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**. **We** shall be allowed at **Our** own expense, upon reasonable notice to the **Insured Person**, to request a medical examination of an **Insured Person** as appropriate.
3. If any claim under this Group Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the **Insured Person** or by anyone acting on their behalf or by their legal representatives to obtain benefit under this Group Policy **We** shall be under no liability in respect of such claim.
4. The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury** or other injury or illness obtain and follow the advice of a **Qualified Medical Practitioner** and **We** shall not be liable for any consequences of the **Insured Person's** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5. **We** will deal with claims based on the cover chosen by or on behalf of the **Insured Person** and in accordance with the **Premium** paid by or on behalf of the **Insured Person** immediately before the claim occurred.
6. **We** will deal with **Accidental** death claims as follows:
 - a) If the deceased is aged 18 years or over **We** will pay the **Benefit Amount** for **Accidental** death to the estate of the deceased **Insured Person** and the receipt given to **Us** by their personal representatives shall be a full discharge of liability by **Us** in respect of the claim for such **Benefit Amount**;
 - b) If the deceased is aged under 18 years and covered under this Policy as the **Partner** of an **Insured Person**, we will pay the will pay the **Benefit Amount** for **Accidental** death to their **Partner**. In all other circumstances we will pay the **Benefit Amount** for **Accidental** death to their **Parent or Legal Guardian**. The deceased **Insured Person's** **Partner's** or **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the claim for such **Benefit Amount**.
7. **We** will deal with claims - other than for **Accidental** death - as follows:
 - a) If the **Insured Person** is aged 18 years or over **We** will pay the appropriate **Benefit Amount** to that **Insured Person** and their receipt shall be a full discharge of all liability by **Us** in respect of the claim for such **Benefit Amount**;
 - b) If the **Insured Person** is aged under 18 years and covered under this Policy as the **Partner** of an **Insured Person**, we will pay the will pay the appropriate **Benefit Amount** to their **Partner** for the benefit of such **Insured Person**. In all other circumstances we will pay we will pay the appropriate **Benefit Amount** to their **Parent or Legal**

Guardian for the benefit of such **Insured Person**. The **Insured Person's Partner's** or **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the claim for such **Benefit Amount**.

Complaints procedures

Chubb is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance Chubb should be contacted at the following address:

The Customer Relations Department,
Chubb European Group Plc
PO Box 682
WINCHESTER
SO23 5AG

Telephone: 0800 519 8026 (within UK only)
International: +44 (0)141 285 2999
Facsimile: +44 (0)1293 597 376
Email: customerrelations@chubb.com

quoting your Policy details.

The Financial Ombudsman Service may be approached for assistance if the Policyholder or Insured Person is dissatisfied with Chubb's final response. Its contact details are as follows. A leaflet explaining the procedure is available on request:

The Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London, E14 9SR

Telephone: +44 (0)800 023 4567 (free from most landlines and mobile phones)
Facsimile: +44 (0)20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured Person's statutory rights relating to this Policy. For further information about statutory rights an **Insured Person** should contact the Citizens Advice Bureau.

European Online Dispute Resolution Platform

If **You** arranged **Your** policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Financial Ombudsman Service, **You** may wish to register **Your** complaint through the European

Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>. **Your** complaint will then be re-directed to the Financial

Ombudsman Service and to **Us** to resolve. There may be a short delay before **We** receive it.

Financial services compensation scheme

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

Financial Services Compensation Scheme
PO Box 300, Mitcheldean, GL17 1DY

Phone: 0800 678 1100 or 020 7741 4100
E-mail: enquiries@fscs.org.uk

Data protection

We use personal information which the **Group Policyholder** supplies to **Us** or, where applicable, to the **Group Policyholder's** insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, your age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring, services **We** are providing or to a claim the **Group Policyholder** or **You** are reporting.

We are part of a global group, and **Your** personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store **Your** information. **We** also use a number of trusted service providers, who will also have access to **Your** personal information subject to **Our** instructions and control.

You have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use personal information. For more information, **We** strongly recommend the **Group Policyholder** and **You** read its user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. The **Group Policyholder** and **You** can ask us for a paper copy of the Privacy Policy at any time, by contacting **Us** at <mailto:dataprotectionoffice.europe@chubb.com>.

Chubb. Insured.SM

Chubb European Group Plc registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at <https://register.fca.org.uk/>. Chubb European Group Plc is a subsidiary of a US parent and Chubb Plc (a NYSE listed company) and part of the Chubb Group of companies. Consequently Chubb European Group Plc is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea

Contact Us

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T: 020 7173 7000
F: 020 7173 7800
www.chubb.com/uk

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200 Broomielaw,
Glasgow, G1 4RU

Telephone:
Customer Services: 0800 519 8026
(Within UK only)
Claims: 0345 841 0845
International: +44 (0)141 285 2999
Facsimile: +44 (0)1293 597376

About Chubb

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best.

Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.