

Scubasure

Policy No. 2007/SC

TRAVEL INSURANCE FOR DIVERS

TRAVEL INSURANCE POLICY
Arranged by FP Consulting Ltd
Underwritten by Fortis Insurance Limited



Policy document

Please read this policy as soon as possible. Then carry it with you on holiday.

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Fortis Travel Insurance is designed to cover most events which may happen during your holiday, but we cannot cover all expenses and possibilities. There is a summary of the cover provided below and you will find full details of the cover and the conditions in the 'contract of insurance' on pages 5 to 24.

Summary of Cover

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Please make sure that your insurance provides the cover you need for your holiday.			

Insurers

The insurers are: Fortis Insurance Limited and DAS Legal Expenses Insurance Company Ltd for section 11 - 'Legal expenses'. Fortis Insurance Company Limited and DAS Legal Expenses Insurance Company Ltd are both authorised and regulated by the Financial Services Authority.

Important Information

Your travel insurance

All insurance policies contain restrictions and exclusions which you should be aware of. It is important that you read this policy carefully because it is the basis upon which Fortis settles any claim. Please make sure that the cover meets your needs and that you can make the declaration on page 26, and agree to condition 1 of 'General conditions applying to all sections' (see page 18).

If you need more advice, please contact FP Consulting Ltd. They will contact us for you.

Please read this policy carefully and remember the following:

1. **Declaration** - This insurance policy contains a declaration which is set out on page 26. You must tell us about anything we have asked in the declaration which may affect this insurance policy.
2. **Limit of cover** - Each section of the policy shows the most you can claim, but other limits may apply. For example, in the 'Personal belongings' section, the overall limit is £1,500 but there is a limit of £750 for personal belongings and a limit of £750 for diving equipment. There are also single article and valuables limits under these sections. We will work out how much we will pay you for baggage claims based on the value of the items at the time of the loss, not the cost of replacing them.
3. **Looking after your belongings** - Many claims for loss or theft are caused by people being careless with their belongings. If you do not take good care of your belongings, it can be upsetting and inconvenient for you and we may not pay your claim.
4. **Dangerous activities** - For example under section 2, you are not covered for the following; winter sports (unless you have paid the extra premium), mountaineering, pot holing, riding or driving in any kind of race, flying (except if you are travelling as a passenger in a fully-licensed passenger-carrying aircraft), or any other dangerous activity. If you are going to take part in any activity which may be considered dangerous, please contact FP Consulting Ltd who will contact us to see if we can provide cover.
5. **Date recognition failure** - This policy contains exclusions for losses arising from the failure of equipment to recognise the correct calendar date, for example the change to the year 2000. Please read the general conditions on page 20 for details of exclusion that apply. (Please note - This exclusion does not apply to section 2 - Medical and other expenses).
6. **Cancellation rights** - If this insurance policy does not meet your needs, or if, because of medical reasons, we cannot provide cover, you can cancel this policy within 14 days from the date you receive the policy wording and policy schedule. We will then refund your premium in full. Please note that for a single trip policy, a refund of premium is only available if the period from the date of issue of the policy to your scheduled return date home is greater than 28 days. No refund of premium is available after the 14 day period.
7. **Excesses** - We will take off an excess from each claim you make under certain sections of this insurance policy. The amount you will not be paid when you claim is shown under each section. If we agree to a claim for medical expenses (section 2) which has been reduced by your using an EHIC or private health insurance, the section excess will not apply.
8. **Making a claim** - To help us deal with your claim quickly and efficiently, please read the claims procedure on pages 18 and 19 of the general conditions. This explains what documents you will need to support a claim. You must collect some of the proof you need, for example a police report, while you are on holiday. The general conditions on pages 18 to 20 explain when you will need this kind of proof.
9. **What to do in a medical emergency** - In a medical emergency, contact Assistance International for help (see page 25).

European Health Insurance Card

If you are travelling to a European Union country, you should apply for a European Health Insurance Card (EHIC) from your local Post Office branch or by visiting www.dh.gov.uk/travellers to apply online. This allows you to receive free or reduced-cost emergency health care in most European Union countries.

If we agree to a claim for medical expenses which has been reduced because you used the EHIC or private health insurance, we will pay you the excess for this section. If you do not have an EHIC, this insurance policy will still be valid.

This policy is only valid if you also provide a booking invoice or receipt showing the correct premium. Your agent will give you this. The policy describes the cover provided for you and the conditions which your cover depends on. You must keep the policy and booking invoice or receipt and send them both to us if you make a claim.

In return for the correct premium, we will pay you or your personal representative if you make a valid claim. You must keep to the terms, conditions and declaration of this insurance.

Hijacking - If the transport you are on is hijacked, we will automatically provide world wide cover. The period of insurance will continue for up to 12 months without extra charge.

What to do if you have a complaint

If you have experienced a problem with any part of our service, we will sort this out as quickly and fairly as possible. Using this complaints procedure does not affect your legal rights.

Step 1

- **Who to contact if your complaint is about your insurance**
Phone FP Consulting Ltd to report your complaint.
- **Who to contact if you have a complaint about a claim**
Call your claims handler first. You will find the claims handler's name and phone number on any letters they have sent you.

Step 2

If your problem has not been sorted out at step 1, please contact our Customer Service Adviser who will make sure that the issue is dealt with at a senior level. You can write to us at the address below or e-mail us through our website at:

www.fortisinsurance.co.uk (please include your policy number and claim number if appropriate).

**Customer Services Adviser,
Fortis Insurance Ltd, Fortis House, Tollgate, Eastleigh,
Hampshire, SO53 3YA.**

Step 3

If this matter has still not been sorted out, you can write to Barry Smith, Chief Executive at the same address.

If you are not satisfied with our final decision you can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Service standards

We will respond to any letter you send us within two working days of receiving it. The letter will tell you who will be dealing with your complaint and when you should expect a reply.

Financial Services Compensation Scheme (FSCS)

In the event that Fortis is unable to meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. More information can be obtained from Customer Services on 020 7892 7300 or www.fscs.org.uk

Contract of travel insurance

Cover and conditions for each insured person

This is your contract of insurance. It contains certain conditions in each section and general conditions on pages 18 to 20. You must meet the conditions or your claim will not be accepted. This insurance is designed to cover most events which could affect your holiday, but there are certain things which are not covered.

Definitions

Wherever the following words and phrases appear in this policy they will always have the meanings shown below.

Period of insurance	<p>Other than for annual multi trip insurance, cancellation cover starts when you pay the premium. All other cover begins when you leave home to go on holiday and lasts until you return home, as long as that is within the period of insurance paid for.</p> <p>For annual-multi trip insurance, cancellation cover starts when you book each holiday or the start date of the policy, if this is later. Cover under all other sections begins when you leave home to go on holiday and ends when you return home from that holiday.</p> <p>Each trip must be shorter than 31 days (or 45 days if you have paid the extra premium). The start and finish dates of the holiday must fall within the 12-month period. Holidays in the UK must involve at least two nights in pre-booked accommodation which you have paid for in advance.</p> <p>The declaration and limits of cover apply to each holiday separately.</p> <p>Annual multi-trip cover automatically covers one 17 day skiing holiday.</p> <p>We will extend the period of insurance by up to 30 days at no extra cost if you have to stay on holiday longer because of events which you have no control over.</p>
We, our, us	Fortis Insurance Limited and the other insurer shown on page 2.
You, your	Each insured person named on the booking invoice/receipt for whom the correct premium has been paid.
Home	The address where you live in the British Isles.
Valuables	Audio, visual, video, photographic and computer equipment. Jewellery, furs, gold and silver items, watches, binoculars, electronic games.
Close relative	Your husband, wife, common-law partner, civil partner, parent, grandparent, parent-in-law, child, grandchild, brother, sister, fiancé or fiancée
Business associate	Anyone who works at your place of business and who, if you were both away from work at the same time, would prevent the business from running properly.
Accidental injury	Injury to you resulting directly from something violent and visible. This does not include sickness or disease or any natural condition or as the result of anything that happens gradually.
Acts of terrorism	An act, including but not limited to the use or threat of force or violence, by any person or group, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons, including the intention to influence any government and/or to cause fear to the public, or any section of the public.

Contract of travel insurance

Cover and conditions for each insured person

Section 1A - If your holiday is cancelled: up to £4,000

What you are covered for.

We will repay you for your expenses that you have paid or legally have to pay for travel and accommodation which you do not use if you have no choice but to cancel the holiday because of events beyond your control starting after the premium has been paid.

Note - Cancellation insurance starts on the date the premium has been paid except for annual multi-trip cover where each trip is covered from when you book it or from the start date of the policy, whichever is later.

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

1. You are not covered for claims caused directly or indirectly by:
 - a. your deciding you no longer want to travel;
 - b. labour disputes or protest;
 - c. government regulations, acts of parliament or currency restrictions;
 - d. your financial circumstances or unemployment (other than redundancy if you are under 65 and have 2 years' continuous employment with the same employer);
 - e. the tour operator or anyone you have made travel or accommodation arrangements with failing to provide the arrangements;
 - f. pregnancy - if you are expected to give birth before your holiday, during your holiday or within eight weeks after the end of your holiday; or
 - g. you travelling against medical advice or to get medical treatment.
2. Amounts you can get back from someone or somewhere else.
3. The first £35 (£10 for deposit only claims) of every claim made for each of you will not be paid

Conditions.

1. You must do all that you can to get to the airport, port or station you are leaving from on time.
2. If you do not tell the travel agent as soon as you need to cancel your holiday, the amount we pay will be limited to the cancellation charges that would have applied at that time.

Section 1B - If your holiday is cut short: up to £4,000

What you are covered for.

You will be covered for your expenses that you have paid or legally have to pay for travel and accommodation which you do not use if you have no choice but to cut short the holiday and you return home for one of the reasons given below.

1. One of the following people is injured, falls ill or dies:
 - a. you or the person you had arranged to travel or stay with;
 - b. a close relative; or
 - c. a business associate.
2. Your home is damaged and not fit to live in, or the police ask you to return because your home has been burgled.

Contract of travel insurance

Cover and conditions for each insured person

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

1. You are not covered for claims caused directly or indirectly by:
 - a. your taking part in winter sports (unless you have paid the extra winter sports premium), mountaineering, pot holing, riding or driving in any kind of race, flying (except if you are travelling as a passenger in a fully-licensed passenger-carrying aircraft), or any other dangerous activity;
 - b. underwater activities other than scuba diving where you hold a certificate of proficiency or diving qualification from a recognised diving organisation. If you are not in any way qualified you should be under the constant supervision of a qualified instructor. In both cases you should not dive alone;
 - c. deliberately putting yourself at risk unless you are trying to save someone's life;
 - d. your taking part in manual work in connection with a profession, business or trade;
 - e. your suicide or attempted suicide, deliberately injuring yourself, solvent abuse, or the effect of alcohol or drugs;
 - f. your motorcycling, as either the driver or a passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc;
 - g. pregnancy - if you are expected to give birth before your holiday, during your holiday or within eight weeks after the end of your holiday; or
 - h. you travelling against medical advice or to get medical treatment.
2. The first £35 of every claim made for each of you will not be paid.

Conditions

1. If you go into hospital and are likely to be in for more than 48 hours or you have to return home early, someone must contact Assistance International for you immediately.
2. Before you return home early for medical reasons, you must get a doctor's certificate to confirm that this is necessary and that you are fit to travel.
3. If you return home early because of illness or injury to a close relative or business associate, you must get a doctor's certificate confirming that this was necessary.

Contract of travel insurance

Cover and conditions for each insured person

Section 2 - Medical and other expenses: up to £5 million

What you are covered for.

You will be covered for the following expenses caused by your becoming ill, being injured or dying during the period of insurance, as long as the expenses are necessary and the costs reasonable:

- expenses you would have to pay outside the United Kingdom and the country where you normally live within 12 months of the start of your illness or injury for medical, surgical and hospital charges, emergency dental treatment (for pain relief), ambulances, nursing homes and nursing;
 - the extra cost of returning to your home;
 - extra accommodation (room only) expenses;
 - extra travel and accommodation (room only) expenses for one person who either has to stay with you or has to travel from the British Isles to escort you home if you are seriously ill or injured;
 - the extra cost of funeral expenses abroad or of bringing your body or ashes home;
 - expenses for emergency transport to a hyperbaric chamber and the costs of hyperbaric treatment received.
- You will be covered for extra travel expenses which are reasonable and necessary if you have to return home early because a close relative or business associate is seriously ill, injured or dies during the period of insurance.

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

- You are not covered for claims caused directly or indirectly by:
 - your taking part in winter sports, mountaineering, pot holing, riding or driving in any kind of race, flying (except if you are travelling as a passenger in a fully-licensed passenger-carrying aircraft), or any other dangerous activity;
 - underwater activities other than scuba diving where you hold a certificate of proficiency or diving qualification from a recognised diving organisation. If you are not in any way qualified you should be under the constant supervision of a qualified instructor. In both cases you should not dive alone;
 - deliberately putting yourself at risk unless you are trying to save someone's life;
 - your taking part in manual work in connection with a profession, business or trade, or your taking part in any commercial diving activities;
 - your suicide or attempted suicide, deliberately injuring yourself, solvent abuse, or the effect of alcohol or drugs;
 - your motorcycling, as either the driver or a passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc;
 - pregnancy - if you are expected to give birth before your holiday, during your holiday or within eight weeks after the end of your holiday; or
 - you travelling against medical advice or to get medical treatment.
- You are not covered for treatment or surgery which our medical advisers and the doctor treating you believe is not essential or could wait until your return home.

Contract of travel insurance

Cover and conditions for each insured person

Section 2 - Continued

- 3 You are not covered for extra costs for single-room or private accommodation.
- 4 You are not covered for any treatment you receive after you have returned home.
- 5 The first £35 of every claim made for each of you will not be paid.

Conditions

1. If you go into hospital and are likely to be in for more than 48 hours or you have to return home early, someone must contact Assistance International for you immediately.
2. Before you return home early for medical reasons, you must get a doctor's certificate to confirm that this is necessary and that you are fit to travel.
3. If you return home early because of illness or injury to a close relative or business associate, you must get a doctor's certificate confirming that this was necessary.
4. You must not arrange to be taken home without our permission. Our medical advisers will consult the doctors treating you to decide whether it is necessary.
5. We may instruct you to return if our medical advisers and the doctors treating you decide that you are fit to travel.

Section 3 - Hospital benefit/ If you are unfit to dive

Any amount you receive under this section will be on top of any amount that you receive under section 2.

What you are covered for.

- **Hospital benefit: up to £600**

If you fall ill or are injured during the period of insurance you will receive £15 for each full 24 hours that you spend as an in-patient in a hospital outside the United Kingdom and the country where you normally live.

Note: You can use this cover to help pay for everyday expenses such as taxi fares and phone calls paid for by you or someone travelling with you while you are in hospital.

- **If you are unfit to dive: up to £200**

If you fall ill or are injured during the period of insurance and you are certified by a registered doctor as unfit to make pre-arranged dives you will receive the following benefit. You will receive £80 if you are prevented from diving for a full period of 48 hours and a further £40 for each subsequent full period of 24 hours diving lost.

Contract of travel insurance

Cover and conditions for each insured person

Section 3 - Continued

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

1. You are not covered for claims caused directly or indirectly by:
 - a. your taking part in winter sports, mountaineering, pot holing, riding or driving in any kind of race, flying (except if you are travelling as a passenger in a fully-licensed passenger-carrying aircraft), or any other dangerous activity;
 - b. underwater activities other than scuba diving where you hold a certificate of proficiency or diving qualification from a recognised diving organisation. If you are not in any way qualified you should be under the constant supervision of a qualified instructor. In both cases you should not dive alone;
 - c. deliberately putting yourself at risk unless you are trying to save someone's life;
 - d. your taking part in manual work in connection with a profession, business or trade, or your taking part in any commercial diving activities;
 - e. your suicide or attempted suicide, deliberately injuring yourself, solvent abuse, or the effect of alcohol or drugs;
 - f. your motorcycling, as either the driver or a passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc;
 - g. pregnancy - if you are expected to give birth before your holiday, during your holiday or within eight weeks after the end of your holiday; or
 - h. you travelling against medical advice or to get medical treatment.

Section 4 - Personal accident: up to £25,000

What you are covered for.

If during the period of insurance you are accidentally injured and lose your sight, lose a limb, become completely disabled or die within 12 months, only as a result of the accident, you can claim one of the following amounts:

- | | |
|---|---------|
| a. death | £15,000 |
| b. loss of one or more limbs at or above the wrist or ankle, or permanent loss of all sight in one or both eyes | £25,000 |
| c. permanent and complete disability which means that you cannot do any kind of paid work | £25,000 |

Note: For children under the age of 16 the death benefit is limited to £1,000. For people over 64, cover is limited to a and b only.

Contract of travel insurance

Cover and conditions for each insured person

Section 4 - Continued

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

1. You are not covered for claims caused directly or indirectly by:
 - a. your taking part in winter sports, mountaineering, pot holing, riding or driving in any kind of race, flying (except if you are travelling as a passenger in a fully-licensed passenger-carrying aircraft), or any other dangerous activity;
 - b. underwater activities other than scuba diving where you hold a certificate of proficiency or diving qualification from a recognised diving organisation. If you are not in any way qualified you should be under the constant supervision of a qualified instructor. In both cases you should not dive alone;
 - c. deliberately putting yourself at risk unless you are trying to save someone's life;
 - d. your taking part in manual work in connection with a profession, business or trade, or your taking part in any commercial diving activities;
 - e. your suicide or attempted suicide, deliberately injuring yourself, solvent abuse, or the effect of alcohol or drugs;
 - f. your motorcycling, as either the driver or a passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc; or
 - g. pregnancy - if you are expected to give birth before your holiday, during your holiday or within eight weeks after the end of your holiday.
2. You are not covered under this section for any claim if:
 - a. it was caused by medical or surgical treatment, unless it was necessary after the accident; or
 - b. at the time of the accident, you were under the influence of alcohol or drugs, unless the drugs were prescribed by and taken on the instructions of a doctor, except to treat drug addiction.
3. You are not covered if the accident was caused by a medical condition that existed before your holiday.

Conditions

1. If you make a claim, you must allow our medical advisers to examine you as often as they need. (We will pay any costs and your expenses for these examinations if we accept your claim.)

Contract of travel insurance

Cover and conditions for each insured person

Section 5 - Personal belongings: up to £1,500

There is no cover under this section if you have paid the lower premium

What you are covered for.

1. If you accidentally lose your personal belongings, or if they are stolen or damaged, you can claim up to £750 to replace or repair them. (We will take an amount off for wear and tear and loss of value.) There is a limit of £200 for one item, pair or set. The overall limit for valuables, golf equipment, compact discs and pre-recorded audio tapes is £350.
2. If you accidentally lose your sport diving equipment, or if it is stolen or damaged, you can claim up to £750 to replace or repair it (we will take off an amount for wear and tear and loss of value). There is a limit of £300 for any one item, pair or set.

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply to 1 and 2 above.

What you are not covered for.

1. You are not covered for the following.
 - a. i) Loss, theft or damage to your personal belongings during your outward or return journey if you do not get a written 'carrier's report', or a 'property irregularity report' in the case of an airline.
 - ii) Loss or theft of your personal belongings at any other time if you do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them.

Note. If you cannot report the loss or damage to the airline straight away, you must do so in writing within seven days.

- b. Breakage of or damage to fragile articles, audio, video or computer equipment (unless the breakage or damage is caused by a malicious or criminal act) and any other loss or damage caused by the breakage.
 - c. Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure.
 - d. Loss or theft of or damage to contact or corneal lenses, mobile phones, unset precious stones, securities, deeds, documents or property held for business purposes.
 - e. Loss or theft of or damage to valuables if you leave them in baggage which is checked in to the carrier.
 - f. Loss or theft of or damage to valuables you are not carrying with you unless you have kept them in locked holiday accommodation, a safe, or a safety deposit box.
 - g. There is no cover for personal belongings left in a vehicle overnight.
2. Winter sports equipment is not covered under this section (see optional winter sports insurance on pages 21 and 22).
 3. The first £35 of every claim made for each of you will not be paid.

Conditions

1. You must take proper care of your belongings and act as if you did not have this insurance policy.
2. If your claim involves a pair or set, we will only pay the value of the part of the pair or set which is lost, stolen or damaged.
3. You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.

Contract of travel insurance

Cover and conditions for each insured person

Section 6 - Temporary loss of personal belongings: up to £100

What you are covered for.

If your personal belongings are temporarily lost for more than 12 hours on your outward journey, you can claim up to £100 for the things you need to buy.

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

You are not covered for claims if you receive compensation from someone else.

Conditions

1. As well as getting an authorised 'property irregularity report' from the carrier or handling agent, you must also write to them within 21 days of receiving your property back to confirm you had to buy replacement items; and
2. If your personal belongings are never found and we agree to pay for permanent loss, we will take off any amount already paid for temporary loss.

Section 7 - Money and documents: up to £500

What you are covered for.

We will repay you if you lose any of the following or they are stolen: your bank notes, coins, traveller's cheques, travel tickets, admission tickets, meal vouchers and passport. There is a limit for cash of £300 for each adult and £60 for each child under 16.

This cover starts from the time you get the money or documents or 72 hours before you leave home to go on holiday, whichever is the later.

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

1. You are not covered for the following:
 - a. loss or theft if you have not reported it to the police within 24 hours of discovering the loss or theft and you have not got a police report;
 - b. loss of value or shortages caused by a mistake; or
 - c. money or documents left in baggage which you have checked in to the carrier or which you do not keep with you, unless it is in locked holiday accommodation, a safety deposit box or a safe.
2. The first £35 of every claim made for each of you will not be paid.

Conditions

1. You must take proper care of your belongings and act as if you did not have insurance.

Section 8 - If you lose your passport: up to £250

What you are covered for.

You will be covered for all necessary and reasonable extra travel and accommodation expenses involved in getting a replacement passport if it is lost or stolen during the period of insurance.

Contract of travel insurance

Cover and conditions for each insured person

Section 8 - continued

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

1. You are not covered for loss or theft if you have not reported it to the police within 24 hours of realising the loss or theft and you have not got a police report.

Conditions

1. You must take proper care of your passport and act as if you did not have this insurance.
2. You are not covered for any expenses arising after you have returned to the UK or Channel Islands.

Section 9 - Personal liability: up to £2 million

What you are covered for.

If you accidentally injure someone or damage someone else's property during the period of insurance, you will be covered for your legal liability:

- a. to people who do not work for you and who are not your travelling companions or members of your family; and
- b. for accidental damage to property which is not owned or being looked after by you or a member of your family.

For accidental damage to rented holiday accommodation, we will pay up to £100,000 for a single incident which you are legally responsible for.

This cover includes legal expenses which you have paid with our permission.

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

1. This section does not cover liability caused directly or indirectly by your owning or using any aircraft, boat, motorised vehicle, or any form of motorised leisure equipment.
2. This section does not cover employer's liability or liability caused by your carrying out contracts, supplying goods and services, or doing your job.
3. You will not be covered for damage, injury, illness or disease caused directly or indirectly by an infectious disease.
4. The first £250 of every claim to do with rented holiday accommodation will not be paid.

Conditions

1. You must send us any writ, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our written agreement.

Contract of travel insurance

Cover and conditions for each insured person

Section 10 - Missed departure - extra travel and accommodation expenses:

Areas United Kingdom, Channel Islands, Republic of Ireland and Europe	- up to £600
All other areas	- up to £800

What you are covered for.

If one of the following takes place during the period of insurance you will be covered for the cost of reasonable extra accommodation and travel expenses to allow you to carry on with your holiday:

1. labour dispute, civil disturbance, mechanical breakdown or bad weather which interrupts scheduled public transport services including booked connecting flights;
2. an accident or breakdown involving the car in which you are travelling in the British Isles, which causes you to arrive at the airport, port or station you are leaving from too late to start the journey you have booked.

As well as the general conditions on pages 18 to 20, the following conditions apply.

Conditions

1. You must do all that you can to arrive at the airport, port or station you are leaving from on time.
2. In the case of a labour dispute, you will only be covered if a dispute is announced and begins during the period of insurance.
3. If you miss the departure because your car breaks down or you are involved in an accident, you must send us a repairer's or police accident report.

Section 11 - Legal expenses: up to £25,000

The following definitions only apply to this section.

We, us, our:	DAS Legal Expenses Insurance Company Limited
Representative:	The lawyer, or other suitably qualified person, who we have appointed to act for you in line with the conditions of this section.
Legal costs:	All reasonable and necessary costs charged by the representative on a standard basis. It also includes the opponent's costs in civil cases if you have to pay them, or if you pay them with our agreement.
Date of the incident:	The date the incident which may lead to a claim happened. If there is more than one event arising at the same time or from the same cause, the date of the incident is the date of the first of these events.
Insured incident:	An event which causes the death of, or bodily injury to, you.

What you are covered for.

Under this section, we will negotiate for your legal rights after an insured incident. We will also help in appealing or defending an appeal as long as you tell us within the time limits allowed that you want us to appeal. Before we pay legal cost for appeals, we must agree that it is always more likely than not that the appeal will be successful. If you use a representative, we will pay the legal costs for this. The most we will pay for all claims for an insured incident resulting from one or more event arising at the same time or from the same cause is £25,000.

Contract of travel insurance

Cover and conditions for each insured person

Section 11 continued

We agree to provide legal expenses cover, keeping to the terms, conditions and exclusions, as long as:

- any legal proceedings will be dealt with by a court or other body which we agree to; and
- in civil claims, it is always more likely than not that you will recover damages (or other legal remedy) or make a successful defence; and
- the insured incident happens during the period of insurance

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

1. Any claim reported to us more than 180 days after the date you should have known about the insured incident.
2. Any legal costs before we agree to pay them.
3. Any claim relating to the following.
 - Any illness which develops gradually or is not caused by a specific or sudden accident.
 - You driving a motor vehicle for which you do not have valid motor insurance.
 - An application for Judicial Review.
4. Defending your legal rights, (but defending a counter claim is covered.)
5. Any disagreement with us that is not in condition 18 of this section
6. Any legal action you take which we or the representative have not agreed to or where you do anything that has a negative effect on us or the representative.
7. Any legal action against the travel agent, tour operator, carrier or any of the insurers listed on page 2.
8. Fines, damages or other penalties which you are ordered to pay.
9. Any legal costs that you have to pay under a contingency fee arrangement. (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).
10. Any insured incident intentionally brought about by you.
11. Any claim relating to your alleged dishonesty or alleged violent behaviour.
12. Any claim relating to written or spoken comments which damage your reputation.

Conditions

You must do the following.

1. Send everything we ask for in writing and give us full details of any claim, and any information we need, as soon as possible.
2. We can take over, in your name, any claim or legal proceedings at any time. We can negotiate any claim on your behalf.
3. You are free to choose a representative (by sending us a suitably qualified person's name and address) if:
 - i) we agree to start court proceedings and it becomes necessary for a lawyer to represent your interests in those proceedings; or
 - ii) there is a conflict of interest.
4. We may choose not to accept your choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, you may choose another suitably qualified person.
5. In all circumstances (except those in 3 above), we are free to choose a representative.

Contract of travel insurance

Cover and conditions for each insured person

Conditions - continued

6. We will appoint a representative to represent you according to our standard conditions of appointment. The representative must fully co-operate with us at all times.
7. We will have direct contact with the representative.
8. You must co-operate fully with us and the representative and must keep us up-to-date with the progress of the claim.
9. You must give the representative any instructions that we ask for.
10. You must tell us if anyone offers to settle the claim.
11. If you do not accept a reasonable offer to settle a claim, we may refuse to pay further legal costs.
12. You must not negotiate or agree to settle a claim without our approval.
13. We may decide to pay you the amount of damages that you are claiming or is being claimed against you instead of continuing legal proceedings.
14. If we ask, you must tell the representative to have legal costs taxed, assessed or audited.
15. You must take every step to recover any legal costs that we have to pay and must pay us any legal costs that you recover.
16. If your representative refuses to continue acting for you or if you dismiss your representative, the cover we provide will end immediately, unless we agree to appoint another representative.
17. If you stop a claim without our agreement, or do not give suitable instructions to your representative, the cover we provide will end immediately and we will be entitled to reclaim any legal costs we have paid.
18. If we and you disagree about the choice of representative, or about how a claim is handled, we and you can choose another representative to decide the matter. We and you must both agree to this in writing. If we cannot agree with you about the choice of second representative, we will ask the president of a relevant national law society to choose a representative. Whoever loses the disagreement will have to pay the costs of settling it.
19. We may ask you to get (at your own expense) an opinion from a barrister chosen by you and us about whether a claim or proceedings will be successful. If the barrister believes that it is more likely than not you will recover damages (or reach a solution that we have agreed to) or make a successful defence, we will pay the cost of getting the opinion.
20. 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 policy did not exist.

Section 12 - Delay: up to £100 (£4,000 for cancellation)

What you are covered for.

If the transport you are booked to travel on for your outward or return journey is cancelled or delayed for reasons which you (or the tour operator) cannot control, you will receive one of the following.

1. Compensation of £20 for each full 12-hour period that you are delayed, up to a limit of £100. We will work out the length of the delay based on the difference between your scheduled time of arrival and your actual arrival time at your final destination.
2. Your cancellation charges (up to £4,000) if, after 12 hours delay to your outward journey departure from the British Isles, you decide to cancel the holiday

Contract of travel insurance

Cover and conditions for each insured person

Section 12 - continued

As well as the general conditions on pages 18 to 20, the following exclusions and conditions apply.

What you are not covered for.

1. You are not covered for.
 - a. insurance taken out within 4 weeks of the date you are due to leave if it is public knowledge that the journey could be delayed;
 - b. claims caused by the tour operator, or any other provider of transport and accommodation, who stops trading; or
 - c. amounts you can get back from someone or somewhere else if you decide to cancel the holiday.

Conditions

1. You must ask the airline or transport company to confirm in writing:
 - a. the cause of delay or cancellation;
 - b. the period of the delay;
 - c. the scheduled time of departure and arrival; and
 - d. the actual time of departure and arrival.

General conditions applying to all sections

1. The information you give us

You must tell us any facts which could affect this insurance. If you do not, you may not be fully covered.

In particular, you must give us any information which may influence our decision to accept or continue your insurance or the way we work out your premium (for example, your health or the health of a close relative).

If you are not sure whether we need to know a particular fact, please contact FP Consulting Ltd.

How to make a claim:

2. If you or your personal representative need to make a claim

Please ring and ask for a claim form as soon as possible after an event which you may want to claim for.

The phone number is 0845 122 3280

We may record or monitor calls for training purposes or to improve the quality of our service.

Fill in the claim form and return it with the relevant documents listed below, this policy and your booking invoice/receipt.

All the certificates, accounts, receipts, information and evidence you send must be in the form we ask for. Always send originals and not photocopies. You must pay any costs involved in providing these documents.

Please do not send any documents until you send in your claim form.

If you cancel the holiday

Please give the reason for cancelling the holiday and send us your booking invoice or receipt and your cancellation invoice. We will need written proof of the reason for cancellation. If cancellation is due to illness or injury, the medical certificate on the cancellation claim form will need to be filled in by the doctor of the person who was ill or injured confirming that cancellation was medically necessary.

Cutting the holiday short

Please give the reason you cut short your holiday, confirming that you had to come home early. Before you return home early for medical reasons, you must get a doctor's certificate to confirm that this is necessary and that you are fit to travel. You must then send this with your claim form.

Contract of travel insurance

General conditions applying to all sections

Medical expenses

Please send details of the illness or injury and original receipts and bills for any expenses you have paid.

If you are unfit to dive

Please send doctors letter to confirm the period you were unable to dive.

Personal accident

Please send full details of the accident and injury.

Personal belongings, temporary loss and winter sports equipment

Please send full details of the belongings which have been lost, stolen or damaged. You should also send receipts to prove their values or bills for the cost of repairs. For loss or theft claims, you must also send a police report. If your belongings are lost, stolen or damaged in the care of an airline, you must send a 'property irregularity report' as well as the flight tickets and luggage receipts the airline gave you when you checked in.

For temporary loss claims, please send receipts for the replacement items you have bought and a 'property irregularity report'.

Money and documents

Please send full details together with a police report and cash withdrawal slips or similar proof of the money you withdrew.

If you lose your passport

Please send a police report, bills and receipts for travel and accommodation expenses.

Personal liability

You must send us any writ, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our written permission.

Missed departure - extra travel and accommodation expenses

Please send confirmation of the delay from the carrier or tour operator. You must also send receipts or bills for your expenses. For car breakdown or accident claims, send the repairer's report or police accident report and details of how you got to the port or airport.

Legal expenses

Please send full details of the accident and your injury.

Delay

When you claim you must ask the airline or transport company to confirm in writing:

- a. the cause of delay or cancellation;
- b. the period of the delay;
- c. the scheduled time of departure and arrival; and
- d. the actual time of departure and arrival.

Ski hire

Please send receipts for the cost of the ski hire and full details of what was lost, damaged or stolen.

Ski pack (ski lessons, ski hire, ski pass)

Give the reason for cutting short the use of your ski pack and a medical certificate confirming that this was necessary.

Piste closure

Please ask the relevant authority to confirm in writing that the piste was closed. You must also send your receipts for transport to the other resort and the cost of the ski pass.

Excesses

If we agree to a claim for medical expenses which has been reduced by your using an EHIC form or private health insurance, you will not have to pay the excess.

Contract of travel insurance

General conditions applying to all sections

3. You will not be covered for the following.
 - a. Any other loss resulting directly or indirectly from the cause of your claim.
 - b. Any claim which you could make under any other insurance or any amount you can get back from someone or somewhere else. This does not apply to Section 4 - 'Personal accident'.
 - c. Any claim caused directly or indirectly by:
 - i) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from an explosive nuclear device or other nuclear equipment;
 - ii) your property being held, taken, destroyed or damaged under the order of any government or other authority;
 - iii) pressure waves caused by aircraft or other flying machines travelling at or above the speed of sound;
 - iv) War, invasion, hostilities (whether war is declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event. (This does not apply to Section 2 – Medical and other expenses, while you are away from the United Kingdom. You must follow any relevant suggestions or recommendations made by any government or other authority before or during the period of insurance.);
 - v) Acts of terrorism (This does not apply to Section 2 – Medical and other expenses, while you are away from the United Kingdom. You must follow any relevant suggestions or recommendations made by any government or other authority before or during the period of insurance).
 - vi) The use, release or threat of any nuclear weapon or device or chemical or biological agent.
 - vii) any equipment, whether or not you own it, failing to recognise, deal or work correctly beyond the date change to the year 2000 or any other date change, or from anyone's fear of the equipment failing to recognise these changes. (This does not apply to section 2 - Medical and other expenses).
4. You must follow any relevant suggestions or recommendations made by any government or other authority before or during the period of insurance.
5. You must do all that you can to keep your claims as low as possible and to prevent theft, loss and damage.
6. If we pay any expenses which you are not covered for, you must pay these back within a month of the end of the period of insurance.
7. If you, or anyone acting for you, deliberately make a false claim or statement, the insurance will end and we will not pay any claims.
8. We may take action against someone to get compensation or security for loss, damage or expenses covered by this insurance. You will not pay anything towards this action, but any amount or security handed over will belong to us.
9. If we have to pay any amounts under the law of another country and we would not usually have to pay these amounts under the policy, you must repay the amounts to us.
10. All the sums insured and limits set out in this certificate include VAT.
11. All claims under the insurance will be governed by English law. Any legal disputes will be heard in an English court.
12. English Law will apply to this contract of Insurance unless you and we agree otherwise and any disputes will be heard in an English court.
13. We will provide the terms and conditions of this policy and any communications between us in English.
13. The premium for this insurance includes insurance premium tax where necessary.
14. If we pay a claim for cancellation of your trip, we will not pay for a claim under any other section of the policy for the same trip.
15. If you have paid the extra excess waiver premium, you will not have to pay the excess under the sections of the policy. If we agree to a claim for medical expenses, which has been reduced because you have used an E111 for or private health insurance, you will not have to pay the excess.

Signed for the insurers



B D Smith, Chief Executive, Fortis Insurance Limited

Contract of travel insurance

Cover and conditions for each insured person

Winter sports cover - an optional addition.

Maximum age - 65 years.

If you are going on a winter sports holiday, we will change your standard cover as follows in return for an extra premium.

You will be covered for all winter sports except for ski racing in major events, ski jumping, ice hockey and using bob sleighs and skeletons.

You will not be covered for winter sports equipment under section 5 - 'Personal belongings' of this policy. Please see below for details of winter sports equipment cover.

Ski lift passes are included in the cover provided by section 7 - 'Money and documents' of this policy.

The following cover is also included in winter sports cover.

What you are covered for.

Section A - Winter sports equipment: up to £500

You will be covered for the replacement cost (after allowing for wear, tear and loss of value) of your skis (including bindings), boots and poles, if they are lost, stolen or damaged. The total limit for hired equipment which is lost, stolen or damaged is £150.

Section B - Ski hire: up to £150

If your own equipment is lost, stolen or damaged, you will be covered for the reasonable cost of hiring skis (including bindings), boots and poles up to £10 a day. If your ski equipment is delayed on the outward journey for longer than 12 hours, you will be covered for up to £10 a day (£150 in total) to hire replacement ski equipment

Section C - Ski pack (ski lessons, ski hire, lift pass): up to £250

If you fall ill or are injured during the period of insurance, you will be covered for the costs of the part of the ski pack which you are not able to use.

Section D - Piste closure: up to £300

Piste closure cover is only available for holidays starting after 10 December and ending before 30 April. If the weather prevents you skiing at the resort you are booked into, you will be covered for reasonable transport costs to take you to a different resort and for the cost of a lift pass there. If it is not possible to arrange transport to a different resort, you will receive £30 for each whole day's skiing lost.

Conditions

Conditions applying to section A and section B

As well as the general conditions on pages 18 to 20, the following conditions apply.

What you are not covered for.

1. You are not covered for the following.
 - a. i) Loss, theft or damage to your personal belongings during your outward or return journey if you do not get a written 'carrier's report', or a 'property irregularity report' in the case of an airline.
 - ii) Loss or theft of your personal belongings at any other time if you do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them.

Note. If you cannot report the loss or damage to the airline straight away, you must do so in writing within seven days.

 - b. Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure.
 - c. Loss or theft of or damage to property left in a vehicle overnight.

Contract of travel insurance

Cover and conditions for each insured person

Section A and section B conditions - continued

2. You are not covered for claims for which you receive compensation from someone else.
3. The first £35 of every claim made for each of you will not be paid. This does not apply to claims for temporary loss or hire of skis under section B.

Conditions

1. You must take proper care of your belongings and act as if you did not have this insurance policy.
2. The following conditions apply to claims for temporary loss of personal belongings:
 - a. as well as getting an authorised 'property irregularity report' from the carrier or handling agent, you must also write to them within 21 days of receiving your property back to confirm you had to buy replacement items; and
 - b. if your personal belongings are never found and we agree to pay for permanent loss, we will take off any amount already paid for temporary loss.
3. We will work out how much we pay you for claims based on the value of the items at the time of the loss, not the cost of replacing them.
4. You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.

Conditions applying to Section C

As well as the general conditions on pages 18 to 20, the following conditions apply.

What you are not covered for.

1. You are not covered for claims caused directly or indirectly by:
 - a. your taking part in mountaineering, pot holing, riding or driving in any kind of race, flying (except if you are travelling as a passenger in a fully-licensed passenger-carrying aircraft), or any other dangerous activity;
 - b. underwater activities other than scuba diving where you hold a certificate of proficiency or diving qualification from a recognised diving organisation. If you are not in any way qualified you should be under the constant supervision of a qualified instructor. In both cases you should not dive alone;

Conditions applying to Section D

As well as the general conditions on pages 18 to 20, the following conditions apply.

What you are not covered for.

1. You will not be covered for any amount you can get back from someone or somewhere else.
2. You will not be covered if you take out this insurance within 14 days of going on holiday, unless you booked the holiday at the same time.

Conditions

1. Cover will only apply for as long as there are poor snow conditions at your resort.
2. You must get written confirmation from the appropriate authority to confirm that it was not possible to travel to another resort.

Contract of travel insurance

Cover and conditions for each insured person

Data protection notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we** and **us** and **our** means the Fortis Group which includes Fortis Insurance Limited and any holding companies, subsidiaries and other linked companies. **Your** personal information means any information we hold about **you** or anyone else in connection with any product or service **we** are providing to **you**.

By taking out this insurance policy, **you** confirm that **we** may use **your** personal information for the purposes explained below. **You** should show this notice to anyone else whose name **you** give to **us** in connection with **your** insurance policy as it will also apply to them.

How we use your personal information

We will use **your** personal information to manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and providing renewal information to your agent.

We also may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

We may have to share your personal information with other insurers, regulatory authorities or agents providing services on **our** behalf.

We will only release **your** personal information to others if:

- **we** need to do this to manage **your** policy with **us**;
- **you** have given permission to receive promotional material;
- **we** need to prevent fraud ;
- **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); or
- there are any other circumstances where **you** have given **your** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to you to let you know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Sharing information to prevent fraud

We may share your personal information with operators of registers used by the insurance industry to check information that is given to **us** and prevent fraudulent claims. These include the Claims and Underwriting Exchange register, run by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register and the Motor Insurance Database. **We** may pass information relating to **your** insurance policy and any **incident** (such as an accident or theft), to these registers.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as sensitive personal data. This will include information relating to **your** health, race, religion and any criminal convictions that **you** have. **We** will only use sensitive personal data about **you** to manage **your** policy and to provide the services described in **your** policy documents.

Contract of travel insurance

Cover and conditions for each insured person

Data protection notice - continued

Monitoring and recording calls

We may monitor and record telephone calls to monitor and improve **our** service and to prevent or detect fraud.

Further information

You are entitled to receive a copy of the information **we** hold about **you**. Please contact **our** Data Protection Officer, giving your name, address and insurance policy number. **We** are entitled to charge **you** a small administrative fee for this.

Contract of travel insurance



Assistance International - 24-hour worldwide emergency service

If you need medical help in an emergency (see section 2), please call:

+44 23 8064 4633.

The number from the countries most often visited is:

France, Greece, Portugal, Spain and Italy 00 44 23 8064 4633

USA and Canada 01144 23 8064 4633

The fax number is +44 23 8064 4616

Calls may be recorded or monitored for training purposes or to improve the quality of our service.

This service is only for real medical emergencies.

When you contact Assistance International you will need to give the following information:

- your name;
- your address, phone or fax number abroad;
- the name of the agent who arranged this insurance;
- certificate number 2007/SC;
- the date of your outward journey; and
- the type of help you need.

If you go into a hospital abroad and you are likely to be in for more than 48 hours or you have to return home early, someone must contact Assistance International for you immediately.

Confirming payment of medical fees

If possible, you should pay for your medical treatment and then claim these costs when you return to the British Isles. If you cannot pay the medical costs out of your own funds, contact Assistance International.

Getting you home

If you are too ill to return to the British Isles using your return travel tickets, Assistance International can arrange other travel for you. In special circumstances, they will arrange a road or air ambulance. Before you travel, the doctors looking after you must provide a certificate confirming that you are fit to travel. The conditions of section 2 - 'Medical and other expenses' and condition 5 of the general conditions also apply to the service provided by Assistance International.

Contract of travel insurance

Declaration

This travel insurance policy contains health restrictions. You must be able to make the following declaration for yourself, anyone travelling with you, a close relative or business associate who the trip will depend on.

For you (each insured person)

As far as I know the following apply.

- a Nobody is waiting for an operation, hospital consultation (other than for regular check ups), or other hospital treatment or investigations.
- b Nobody has received treatment, other than regular medication, in the last 12 months for;
 - any blood disorder;
 - any psychiatric illness;
 - any form of cancer, leukaemia or tumour;
 - a transplant;
 - dialysis treatment; or
 - dementia.
- c Nobody, diagnosed as HIV positive, has required treatment for HIV or any HIV related illness.
- d Nobody has any breathing or heart problem which has needed hospital treatment in the last 12 months.
- e Nobody has been seen by a specialist in the last three months (other than for regular check ups) or been admitted to a hospital overnight.
- f Nobody has been given a terminal prognosis by a registered doctor.
- g I do not know of any reason (medical or otherwise) why the trip is likely to be cancelled or cut short.
 - If you cannot agree with this declaration when you take out the insurance, you must phone Fortis on **0845 1223290** quoting Scheme code **2007/SC**. Do this at the time of taking out this insurance and they will tell you if we can give cover. If you cannot contact them at the time of buying this insurance, you must contact them within 14 days, but before you travel. They will tell you if they need any more information.
 - If there is a change in your medical condition (after you have taken out this insurance, but before you travel) and you can no longer agree with the declaration, you must contact Fortis immediately on **0845 1223290** quoting Scheme code **2007/SC**. They will tell you if cover can continue. If we cannot continue cover, you may claim for the cost of cancelling at that time.

For a close relative or business associate who is not an insured person and whose health may affect the trip.

- If, at the time of taking out this insurance (or booking the trip if this was later) your close relative or business associate had a medical condition for which he or she:
 - was receiving treatment at hospital;
 - was waiting for a hospital consultation or treatment;
 - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;

we will not pay for any problem which has anything to do with that medical condition.

For annual multi-trip cover, you must agree with this declaration each time you book a trip.

This insurance is only valid if it is accompanied by a current certificate of insurance or it has been validated by an appointed agent.

Managed and underwritten by Fortis Insurance Limited

Fortis Insurance Limited

Registered Address:
Fortis House, Tollgate, Eastleigh,
Hampshire SO53 3YA

Registered number: 354568 England

Authorised and regulated by the
Financial Services Authority.

FSA Registered number: 202039

