



# Coutts Travel Protection

INSURANCE GUIDE



# Coutts Travel Protection Insurance Guide

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This booklet explains the travel, emergency medical cover and Loss Damage Waiver benefits available with your Coutts Travel Protection.

This Coutts Travel Protection Insurance Guide supersedes all previous Insurance Guides issued by Coutts. Information contained in this Coutts Travel Protection Insurance Guide is correct at August 2018, but is subject to change as specified in this booklet.

This Coutts Travel Protection Insurance Guide contains details of the various insurance policies available with your Coutts Travel Protection. Each policy is provided by a different insurance provider, details of which can be found in the corresponding insurance policy.

Please be aware that, although the different insurance policies contain the same or similar terminology, each policy should be read on its own as the meaning of such terminology may differ with every policy. For example, in the insurance policies, each insurer refers to themselves as **we**, **us** or the **insurer** and in some circumstances **The Company**.

## **Your right to cancel**

You have the right to cancel this Coutts Travel Protection. You have a statutory period of 14 days within which to cancel starting on the day you receive your Coutts Travel Protection Insurance Guide. Coutts charges £300 for this service in arrears. If you cancel within 14 days you will not be charged.

To cancel this insurance please call Coutts 24 on +44 (0)20 7957 2424 or write to Coutts, 440 Strand, London WC2R 0QS.

If you do not exercise this cancellation right, Coutts Travel Protection will be binding on you.

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Policy number: TRVCTPA

This Guide outlines the travel insurance benefits available with Coutts Travel Protection.

It is recommended that as the **protected client** you read this Guide carefully before travelling. While all the words are important, pay particular attention to all the definitions, conditions and exclusions. It also specifies what **you** need to do if **you** want to make a claim. Please keep this Guide in a safe place and carry it with you when you go on a trip.

Sections A1-A23 of this travel insurance are underwritten by AWP P&C SA and administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD. AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

AWP P&C SA is duly authorised in France and the United Kingdom and authorised and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority.

Section A24 of this travel insurance is underwritten by certain underwriters at Lloyd's and is administered by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR United Kingdom.

International Passenger Protection Limited and certain underwriters at Lloyd's are authorised and regulated by the Financial Conduct Authority.

The **Travel Insurance Policy** is held by us Coutts a company incorporated in England and Wales (Company number 00036695) and having its registered office at 440 Strand, London WC2R 0QS.

#### **Who benefits from the cover?**

This Guide is not a contract of insurance but summarises the **Travel Insurance Policy** which is held by us for the benefit of (and in trust for) the **protected client**, their **partners** and the **protected clients' dependent children (beneficiaries)**.

It is important to note that as a **protected client** you do not have an insurance policy directly with the **insurer**. We are the only policyholder and only we have direct rights under the **Travel Insurance Policy** against the **insurer**. Whilst this Guide summarises the benefits available to you as a **protected client** under the **Travel Insurance Policy** held by us, it does not give the **protected client** or other **beneficiaries** direct rights under the **Travel Insurance Policy**.

Under the Financial Conduct Authority's Insurance Conduct of Business rules, the **protected client** and other **beneficiaries** will not be customers of the **insurer** or of us.

The benefits of the **Travel Insurance Policy** are made available to you as a **protected client** and **beneficiaries** as soon as you receive your Coutts Travel Protection Insurance Guide. This continues automatically as long as you as a **protected client** remain a Coutts Current Account holder and have Coutts Travel Protection and the insurance continues to be placed with the **insurer**.

An endorsement to the **Travel Insurance Policy** can be arranged for an additional premium. Endorsements can include cover for:

- a) **pre-existing medical conditions** – see Medical Statements section for further details.
- b) **guests** – **guests** travelling with a **protected client**, for both the standard insurance and the optional endorsement policy packages.
- c) increased cancellation limit – increasing the limit under the Cancellation or curtailment/loss of holiday section.
- d) trip extension – if an extension to the **Travel Insurance Policy** trip duration limit of 93 days or 28 days (winter sports) is required.
- e) hazardous activities – cover is available for the following activities upon payment of an additional premium which are otherwise not covered.
  - hang-gliding
  - heli-skiing
  - paragliding
  - parascending
  - parachuting
  - use of bobsleighs or skeletons

For details of the charges and all other information relating to endorsements, please call the **insurer** on +44 (0)20 7753 1991.

Please note that any endorsement must be obtained prior to the start of a **trip**.

The terms and conditions that appear in this Guide reflect the contract between us and the **insurer**. In order for you to receive any benefits, you are required to comply with these terms and conditions. Failure to comply with these terms and conditions may result in any claims made by you not being paid.

References in the remainder of this Guide to you and your mean the **protected client** and the **beneficiaries**.

### **New trip following diagnosis**

Please call the insurer on +44 (0)20 7753 1991 to tell the insurer about your new condition before you book any new trip. More details are on page 9.

### **Law applicable to the policy**

We have agreed with the insurer that English Law will apply to the Travel Insurance Policy. Communications in connection with the Travel Insurance Policy shall be in the English language.

### **Need medical help abroad? Call us first**

**For emergencies:** if you are taken by ambulance to hospital following an emergency call, you or a travelling companion should call the insurer as soon as possible once you have been admitted to hospital.

**For non-emergencies:** if you need a GP, or need to go to A&E or a clinic, call us first, before you try to locate help, so the insurer can guide you to the safest and most appropriate source of treatment.

If you are unfortunate enough to need medical help whilst abroad please call us first on the Assistance Helpline +44 (0)20 7753 1992.

The insurer's highly experienced multi-lingual team are available to talk 24 hours a day, to advise you or your travelling companion of what steps to take. Their aim will always be to establish the best treatment available to you in the country you are visiting.

The insurer's first steps will always be to:

- Confirm that you're in a place of safety;
- Establish the best local treatment available to you;
- Consider your health and best interests; and
- Make sure that the necessary medical fees are guaranteed.

**Important note:** it may affect your claim if you, your travelling companion or a doctor/nurse does not contact the insurer on the number above. The insurer does not cover any costs over £500 where prior agreement regarding treatment has not been obtained from the Assistance Helpline (except for in the case of emergencies).

The insurer's highly experienced multi-lingual team of in-house doctors, nurses and experienced case managers will advise you, your travelling companion, and/or your treating doctor, of what steps to take.

The insurer understands how important it is to have someone who:

- You can contact at any time of the day or night
- You can trust has the medical expertise to guide you to the right course of treatment

- Has an in-depth understanding of how and when to transfer sick and injured patients back home
- Will speak to **you** in a language **you** can understand.

The **insurer's** team is focused on trying to take some of the worry out of what can be an incredibly stressful situation so they will keep **your** key contacts updated on **your** progress for **you** and if it is medically necessary, they'll fly a doctor or nurse out, with specialist repatriation equipment, to accompany **you** home.

The **insurer** actively monitors the capabilities of medical facilities throughout the world and uses this knowledge to determine whether **you** need to be transferred to a different facility. Once they are satisfied that **you** are getting the appropriate treatment, they will agree a treatment plan with **your** treating doctor and **you**. If **you** cannot be discharged in time to continue **your trip** as planned, the **insurer** will make arrangements to bring **you** home at the appropriate time.

#### **When the benefits are available to you**

The benefits of the **Travel Insurance Policy** under Part A (other than Part A – Section 4 paragraph a)) are only made available to **you** during the **period of the trip**, providing that this does not exceed 93 days, except where the **trip** involves winter sports where the maximum duration allowable is 28 days.

There is no cover for any part of a **trip** where the intended duration is greater than 93 days (or 28 days when that **trip** includes winter sports), including for the first 93 days/28 days unless a **trip** extension upgrade has been purchased when the maximum duration will be that shown in **your** schedule.

The benefits of the **Travel Insurance Policy** under Part B – Hazardous activities are only made available to **you** if the appropriate additional premium(s) has/have been paid.

#### **European Health Insurance Card (EHIC)**

If **you** are a resident of the European Union (EU), the European Economic Area (EEA) or Switzerland and are travelling to any of these countries **you** are strongly advised to obtain a European Health Insurance Card (EHIC). If **you** live in the **UK** **you** can obtain a postal application form from **your** local Post Office. **You** can also apply either online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by telephoning 0300 330 1350. This will entitle **you** to benefit from the health care arrangements which exist between countries within the EU/EEA or Switzerland.

Note: The EHIC does not cover the cost of medical treatment in a private hospital or clinic, the additional cost of returning to your home country or for a relative to stay or fly out to be with you. In a medical emergency you may have no control over the hospital you are taken to or the closest hospital may be private.

## Medical Statements

### Important conditions relating to health

You can call the insurer on +44 (0)20 7753 1991 to talk about your medical circumstances.

#### At the time of applying for Coutts Travel Protection or before you book a trip

At the time of applying for Coutts Travel Protection or before you book a trip, you must call the insurer at any time to tell them about a medical condition. The insurer will tell you whether or not the benefits of the Travel Insurance Policy are available to you at no charge; whether an endorsement to the Travel Insurance Policy can be purchased for an additional premium to cover your medical condition; or, if the insurer cannot cover your medical condition at all. The insurer will write to you to confirm what they tell you over the phone.

Please read the medical questions below. If you or any other Beneficiary answer YES to any of these questions, you must telephone the insurer to confirm eligibility of cover:

1. Are you receiving, or are waiting to receive, inpatient or outpatient treatment?
2. Have you been diagnosed or treated (including using ongoing medication) for a heart or cancer related condition in the past 12 months?
3. Have you been given a terminal prognosis?
4. Are you awaiting the results of any tests or investigations whether a condition has been diagnosed or not?
5. Have you been diagnosed with any of the medical conditions below:
  - a circulatory condition (problems with blood flow including but not limited to high cholesterol, but not high blood pressure) or a breathing condition (excluding asthma);
  - any gastrointestinal (stomach) condition; or
  - diabetes.

Note that if you do not contact the insurer in this way you may not have any benefits available to you if you make a claim. If the insurer is unable to cover your medical condition(s), then they will not pay claims that are related to that condition.

#### After you have called the insurer

Where the insurer has either provided you with an endorsement to the Travel Insurance Policy to cover your medical condition(s) or declined to do so, they will usually apply those terms for a 12 month period and at the end of this period they will send you a communication asking you to call in again, so that they can reassess the cover for your medical condition(s). In some circumstances, the insurer may not be able to cover your medical condition(s) for a period of 12 months. Where the insurer is able to offer cover by way of an endorsement to the Travel Insurance Policy, this will be on a per trip basis and the full details of each trip will be required, which includes the countries you are travelling to and the total duration of your trip.

If the cover for **your** medical condition(s) has been accepted on a per **trip** basis, **you** must contact the **insurer** again as soon as **you** book another **trip** or if there is a change in detail to **your** existing **trip** eg **you** decide to travel to a different country or **you** extend the duration of **your trip**.

Failure to do so may result in the **insurer** refusing to deal with **your** claim or the **insurer** reducing the amount of any claim payment.

Where the **insurer** has provided **you** with an endorsement to the **Travel Insurance Policy** to cover **your** medical condition(s) on a per **trip** basis, as stated above, it is **your** responsibility to advise the **insurer** as soon as **you** book another **trip** if **you** want cover to extend to **your** medical condition(s) again.

The **insurer's** medical risk assessment system is updated frequently and they reserve the right to amend their medical risk assessment outcomes, so **you** may find that after one year the **insurer** might be unable to cover **your** medical condition(s) or at a later date the **insurer** might be able to cover them, but the premium charged may change.

If **you** wish to make any change or corrections to **your** details please contact the Travel Advisory line on +44 (0)20 7753 1991.

#### **At any time**

No benefits are available to **you** when:

- a) **You** travel to obtain medical treatment;
- b) **You** travel against medical advice.

#### **Changes in your health**

If **your** health changes (including medical conditions that are undiagnosed or awaiting investigation) whether a previous endorsement has been made or not to the **Travel Insurance Policy** for **your** medical condition(s) but before **you** travel, **you** must tell the **insurer** about these changes if because of these **you**:

- have seen a doctor and have seen or been referred to a consultant or specialist;
- have been admitted to hospital for, or are waiting to receive treatment (including surgery, tests or investigations) or the results of tests and investigations.

The **insurer** will then tell **you** if they can cover these medical conditions free of charge or for an additional premium.

If the **insurer** cannot cover **your** medical conditions (including those which **you** may have already declared to the **insurer**) or **you** do not want to pay the additional premium quoted, the **insurer** will give **you** the choice of either:

- making a cancellation claim for any pre-booked **trips**; or
- continuing but without cover for **your** medical condition(s);
- cancelling **your** endorsement to the **Travel Insurance Policy** for **your** medical condition(s) and receiving a proportionate/partial refund (provided that **you** have not made a claim or are about to).

## How to make a claim

To register a claim under section A1-A23 in the first instance, **you** can call +44 (0)20 7753 1990. If a claim is to be made **you** must contact the **insurer** as soon as possible.

For claims under section A24, any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting your Policy Number, Travel Insurance Policy name and reference ESFI-V2.18:

IPP Claims at Cunningham Lindsey  
Oakleigh House  
14-15 Park Place  
Cardiff CF10 3DQ, United Kingdom  
Telephone: +44 (0)345 266 1872  
Email: [Insolvency-claims@ipplondon.co.uk](mailto:Insolvency-claims@ipplondon.co.uk)  
Website: [www.ipplondon.co.uk/claims.asp](http://www.ipplondon.co.uk/claims.asp)

Although **you** do not have **your** own insurance policy directly with the **insurer**, and the benefits set out in this Guide are made available under the **Travel Insurance Policy** held by Coutts for the benefit of (and in trust for) the **beneficiaries**, the **insurer** has authorised **you**, as **our** agent, to notify the **insurer** and make a claim under the **Travel Insurance Policy** on **our** behalf. **Your** appointment as **our** agent is subject to the appointment:

- a) not altering the basis upon which the **Travel Insurance Policy** is held in trust by **us** for the **beneficiaries**;
- b) being limited to the sole purpose of making a claim under the **Travel Insurance Policy** directly from the **insurer**;
- c) providing no rights whatsoever to commence legal proceedings as **our** agent;
- d) not permitting any act or omission undertaken by **you** (or any other **beneficiary**) to affect any claims or any other rights of Coutts (or any other **beneficiary**) under the **Travel Insurance Policy**.

Amounts paid by the **insurer** in respect of valid claims will be credited to **your** bank account or be paid by cheque as agreed with **you**.

If **you** do not comply with obligations as shown in this Guide, **your** claim may be invalid.

If at the time of any incident, which results in a claim under the **Travel Insurance Policy**, another policy covers the same loss, the **insurer** reserves the right to seek a contribution from the other insurer(s) where appropriate.

If an event happens that may give rise to a claim, **you** must take the following actions to obtain supporting evidence:

### Cancellation/Curtailment

If a **trip** is cancelled or **curtailed** for medical reasons, obtain a medical certificate from the treating **medical practitioner** confirming the reason for cancellation or **curtailment**.

### Delayed departure

Obtain a letter from the carrier, confirming the reason for the delay and detailing the scheduled and actual departure/arrival times.

### Baggage

- For all loss or damage in transit claims, report the matter immediately and obtain a written report from the carrier.
- For all other losses, report the matter to the local police authorities within 24 hours of discovery or as soon as possible after that and obtain a written report from them. Such losses should also be reported to the tour operator representative and hotel/apartment manager where appropriate.
- Provide receipts where replacement items are purchased.

### Personal money

All losses must be reported to the local police authorities within 24 hours of discovery or as soon as possible after that and a written report obtained. Such losses should also be reported to the tour operator representative and hotel/apartment manager where appropriate.

### Medical expenses

To make a claim under this section of the policy the **beneficiary** or anyone on their behalf must contact the Assistance Helpline as soon as possible to authorise any expenses.

To make a claim under this section the **beneficiary** must provide the **insurer** with:

- Tour Operator's booking invoice or other evidence of **your trip**;
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and
- Copy of your European Health Insurance Card (EHIC), where appropriate.

### Personal accident

- Obtain a medical certificate from the treating **medical practitioner**.
- In the event of death, sight of the original Death Certificate will be required.

### Personal liability

Obtain all available supporting evidence.

### Legal costs

- Obtain a Doctor's Certificate in respect of accidental personal injury or a Death Certificate in respect of accidental death.
- Obtain any independent witness statements.
- Obtain any available supporting documentary evidence (including photographs if possible).

### Loss of passport

Obtain a report from the Consular Representative confirming the date of loss, date of notification of loss and date upon which a replacement passport was obtained.

### **Piste closure**

Obtain written confirmation from the tour operator representative of the date(s) of piste closure.

### **Definitions**

Any word defined below will carry the same meaning wherever it appears in the policy in **bold print**.

**Abroad** means outside a **beneficiary's country of residence**.

**Anticipated event** means any event or occurrence which **beneficiaries** or their **immediate family** knew would occur or could have been reasonably expected to occur during their **trip** and which **beneficiaries** or their **immediate family** were aware of at the time of booking their **trip**.

**Associated condition** means a medical condition that has a higher likelihood of occurring if **you** have a particular existing medical condition than if **you** did not have that existing medical condition.

Any associated conditions will be shown on **your** policy schedule if the **insurer** declines to cover **your** medical condition(s) or they are excluded from cover. If **you** do not disclose **your** medical condition(s) **you** may not be covered for any conditions associated with **your** existing medical condition(s).

**Baggage** means clothing, personal effects (including **valuables**) and suitcases (or similar luggage carriers), taken on or acquired during the **trip**.

**Beneficiary/beneficiaries** means **protected clients**, their **partners** and the **protected clients' dependent children**. To purchase separate cover for **guests**, **you** can call the **insurer's** assistance services on +44 (0)20 7753 1991.

**Bodily injury** means an identifiable physical injury sustained by **beneficiaries** caused by sudden, unexpected, external, violent and visible means. Injury as a result of their unavoidable exposure to the elements shall be deemed to have been caused by bodily injury.

**Business address** means where **beneficiaries** work in their **country of residence**.

**Country of residence** means the country in which **beneficiaries** reside, and have resided (or have made formal arrangements to reside) for six consecutive months (or longer) in any one calendar year.

Note: For the purposes of the **Travel Insurance Policy**, England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands are considered as one country.

**Curtailment/curtail** means **beneficiaries** cutting short their **trip** after its commencement to return to their **home address** or **business address**.

**Dependent children** means all unmarried children (including legally adopted, foster and stepchildren) of the **protected client** who at the time of the incident are under 18 years of age and living at home or up to 23 years of age if in full time education. This also includes 'gap years' where children aged up to 23 have applied for a university or college placement. It does not apply to children aged between 18 and 23 who have left education and cannot provide evidence that they have applied for a university or college placement.

**End supplier** means the company that owns the following services: scheduled airline, hotel, train operator including Eurostar, car ferries, villas abroad and cottages in the UK, coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris, excursions, Eurotunnel, theme parks or attractions.

**Financial failure** means the **end supplier** becoming insolvent or having an administrator appointed and being unable to provide agreed services.

**Guest** means any individual travelling with a **protected client** during the **period of the trip** for whom the appropriate additional premium has been paid in advance of commencing the **trip** and whose **country of residence** is the same as the **protected client**.

**Hazardous activity** means:

If there are activities that **beneficiaries** intend to participate in that are not listed below, please call the **insurer** to confirm whether cover is provided.

The following activities are covered:

- Aerobics
- Badminton
- Baseball
- Basketball
- Boogie Boarding
- Bowls
- Cricket
- Croquet
- Curling
- Cycling (no racing)
- Fell Walking
- Fishing
- Golf
- Hiking/Trekking (under 4,000m)
- Ice Skating
- Jogging
- Manual Work (at ground level involving no machinery)
- Marathon Running
- Mountain Biking (on recognised routes)
- Rambling
- Rounders
- Sailing (within territorial waters)\*
- SCUBA Diving (down to 30m accompanied by a qualified diver or instructor)
- Snorkelling
- Softball
- Squash
- Surfing
- Swimming
- Table Tennis
- Tennis
- Ten Pin Bowling
- Volleyball
- Walking
- Water Polo

The following activities are covered if professionally organised and supervised plus **beneficiaries** wear appropriate safety equipment and take safety precautions:

- Abseiling (between 4,000m and 6,000m)
- Archery
- Banana Boating
- Black Water Rafting
- Bungee Jumping
- Camel/Elephant Riding
- Canoeing/Kayaking (no white water)
- Clay Pigeon Shooting
- Fencing
- Flotilla Sailing (with professional leader)\*
- Go-karting\*
- Gymnastics
- Hiking/Trekking
- Horse Riding (no jumping)
- Hot Air Ballooning
- Indoor Rock Climbing (with belays)
- Jet Biking\*
- Jet Skiing\*
- Paint Balling
- Parascending over water
- Pony Trekking
- River Tubing (no white water)
- Segway Riding (organised tours only)\*
- Shooting (not Big Game)\*
- Sleigh riding (as a passenger)
- Swimming with Dolphins
- Trampolining
- Water Skiing (no jumping)
- White Water Rafting
- Zipling/Zipwiring
- Zorbing

The following activities are not covered

- Base Jumping
- Big Game Hunting
- BMX Stunt Riding
- Bouldering
- Boxing
- Canyoning
- Caving/potholing
- Coasteering
- Cycle Racing
- Dune or Sand Buggy
- Flying (except as a free paying passenger)
- Free/High Diving
- Gliding
- Horse Jumping/Hunting
- Judo/Karate/Martial Arts
- Kite Surfing
- Lacrosse
- Micro Lighting
- Motor Cycling as a driver or passenger (unless on machines of less than 125cc, **beneficiaries** wear a helmet, and as a driver, **beneficiaries** have held a motorcycle licence for at least 3 years and have no motoring convictions)
- Mountaineering
- Organised Team Sports
- Participation in competitions unless otherwise agreed by us
- Polo
- Professional/Semi Professional Sports
- Quad Biking
- Rock Climbing
- Sailing (outside territorial waters)
- SCUBA Diving (below 30m)
- Shark Diving
- Street Hockey
- Tomb Stoning
- Track Days involving motor vehicles including motorcycles
- Wakeboarding
- Water Ski Jumping
- Weightlifting
- Wrestling

\*There is no cover under the Personal Liability section of this Travel Insurance Policy.

## Winter Sports

The following activities are covered:

- On piste skiing or snowboarding on piste
- Off piste skiing or snowboarding where accompanied by a qualified guide or instructor
- Cross country skiing on recognised routes and with a guide
- Ski racing arranged by ski schools for their pupils
- Sledging

Examples of Winter Sports activities not covered are:

- Ice Hockey
- Lugeing
- Ski Acrobatics
- Ski Jumping

Cover is available for the following activities upon payment of an additional premium which are otherwise not covered.

- hang-gliding
- heli-skiing
- paragliding
- parascending
- parachuting
- use of bobsleighs or skeletons

If a **trip** is longer than 28 days involving Winter Sports a **trip** extension will need to be purchased.

Please refer to Part B – Hazardous activities on page 44 for further details.

**Home address** means where **beneficiaries** live in their **country of residence**.

**Homeward travel** means travelling to the **beneficiary's home/business address** from their **trip** destination.

**Immediate family** means the **beneficiary's** partner, Fiancé, Fiancée, Parents, Parents-in-law, Step-parents, Stepbrother, Stepsister, Son, Son-in-law, Daughter, Daughter-in-law, Brother, Brother-in-law, Sister, Sister-in-law, Foster children, Stepchildren, Legal Guardian, Grandparents, Grandchildren, Uncle, Aunt, Niece or Nephew.

**Insurer** means Sections A1-A23 AWP P&C SA and Section A24 certain Underwriters at Lloyd's

**Interconnecting flights** means any flights which are either internal in another country or external from any country outside the **beneficiary's country of residence** that are not directly related to their arriving at a single **journey destination** or returning to their **country of residence**.

**Journey** means travelling by licensed passenger carrying transport including walking between different forms of transport where a connection is being made.

**Legal costs** means the professional fees and expenses reasonably and necessarily charged by a **beneficiary's solicitor** in proportion to the value and complexity of the claim. The **insurer** will also pay the amount of costs which **beneficiaries** are ordered to pay by a court or other organisation and the amount of any other costs the **insurer** agrees to in writing. The maximum the **insurer** will pay will be £25,000 per **beneficiary** for any claim or claims arising from any one incident, up to a total of £50,000 where two or more **beneficiaries** are involved. This includes the amount of their costs and their opponent's costs.

**Loss of Holiday** means the number of days the **beneficiary** is confined to a hospital, hotel room or cabin on their treating doctor's orders and is unable to participate in their planned **trip**; due to death, serious injury or illness.

**Manual work** is any work which involves:

- Using, installing or maintaining equipment or machinery;
- Building or construction work;
- Work relating to the care of children in any capacity.

**Medical practitioner** means a person, other than a **beneficiary** or a member of their family, or anyone travelling with them, who is qualified and registered as such by a competent and recognised authority.

**Outward travel** means travelling from a **beneficiary's home/business address** to their **trip destination** including flights which are booked prior to them leaving their **country of residence** which are directly related to the outbound **journey**.

**Partner** means a person in a relationship with the **protected client** that has been continuous for at least six months, and where financial interdependence can be shown.

**Period of the trip** means from the time of leaving a **beneficiary's home/business address**, to undertake a **trip**, until their return thereto from their **trip**, both of which must be in their **country of residence**.

**Personal money** means bank and currency notes, cash, cheques, travel tickets, lift passes, postal and money orders, current postage stamps and travellers cheques, all held for personal purpose and includes the wallet or purse in which **personal money** is carried.

**Pre-existing medical condition** is when, at the time of booking the **trip** or opening the account, **beneficiaries** are unable to comply with the Medical Statements on page 9 of this Guide.

**Protected client** means a Coutts client who has purchased Coutts Travel Protection.

**Redundant/redundancy** means **beneficiaries** being made redundant, as long as they had been working at a **beneficiary's** current place of employment for a minimum continuous period of two years and qualify for payment under current **United Kingdom** redundancy payment legislation, and that at the time of booking the **trip** or the date they took out this account, whichever is earlier, they had no reason to believe that they would be made redundant.

This cover would not apply if **beneficiaries** are self-employed or accept voluntary redundancy.

**Ski equipment** means skis (including bindings), snowboards, boots and poles.

**Solicitor** means any suitably qualified person acting for **beneficiaries** to pursue a claim under section 12.

**Terrorism/a terrorist act** means an act or threat of action by a person or group of people, whether they are acting alone or with other people, organisations or governments, for political, ethnic, racial, religious, ideological or similar purposes intended to influence any government or to frighten the public or any section of it.

An 'act' or 'action' here means:

- violence against a person;
- damage to property;
- putting a person's life in danger;
- creating a health risk to the public or a section of it; or
- interfering with or seriously disrupting electronic systems or transport services.

**Travel Insurance Policy** means the insurance policy as between us and the **insurer** and for which we hold the **Travel Insurance Policy** for the benefit of (and in trust for) the **beneficiaries**.

**Trip** means a temporary absence from the **beneficiary's** home address or business address:

- a) outside their **country of residence**, or
- b) within their **country of residence** provided that the trip involves pre-booked overnight accommodation, or it is a day **trip** (but not commuting) by public transport.

This includes multi-centre holidays.

The maximum duration allowable for any one **trip** is 93 days, except where the **trip** involves winter sports where the maximum duration allowable is 28 days.

**United Kingdom/UK** means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

**Valuables** means jewellery, furs, precious and semi-precious metal/stones and precious and semi-precious metal/stone articles, watches, binoculars, audio equipment and accessories and photographic/video equipment and accessories.

**We/our/us** means Coutts a company incorporated in England and Wales (Company number 00036695) and having its registered office at 440 Strand, London WC2R 0QS.

## Summary of benefits

The tables below show maximum limits for each beneficiary.

Part A – Benefits at no extra cost		Cover	Excess (per beneficiary)
Section 1	Baggage	Up to £10,000†	£50 excess
	Delayed baggage	Up to £500	Nil excess
Section 2	Personal money	Up to £500	£50 excess
Section 3	Loss of essential documents	Up to £750	£50 excess
Section 4	Cancellation and curtailment/ loss of holiday	Up to £15,000	£50 excess
Section 5	Travel delay	Up to £500	Nil excess
Section 6	Missed connections	Up to £250	Nil excess
Section 7	Missed departure	Up to £1,000	Nil excess
Section 8	Medical and emergency expenses	Unlimited	£50 excess
Section 9	Personal accident	Up to £50,000*	Nil excess
Section 10	Hospital benefit	Up to £1,000	Nil excess
Section 11	Personal liability	Up to £2,000,000	Nil excess
Section 12	Legal costs	Up to £25,000	Nil excess
Section 13	Ski pack	Up to £500 per week	Nil excess
Section 14	Loss/Damage to ski equipment	Up to £1,000	£50 excess
Section 15	Costs of hired skis	Up to £750 (maximum £50 per day)	Nil excess
Section 16	Piste closure	Up to £50 per day	Nil excess
Section 17	Winter sports delay	Up to £500	Nil excess
Section 18	Physiotherapy following a skiing accident	Up to £350	Nil excess
Section 19	Pet care	Up to £500	Nil excess
Section 20	Hijack	Up to £300	Nil excess
Section 21	Withdrawal of services	Up to £1,000	Nil excess

†Subject to a limit of £1,000 in respect of any single article, pair or set of articles and £1,000 overall in respect of **valuables**.

\*Applicable where the **beneficiary** is aged 23 and over. Please refer to conditions 3 and 4 in Special conditions applying to Section 9.

## Section 22 – Business Cover

Loss/Damage to business equipment	Up to £3,000	£50 excess
Loss/Damage to business samples	Up to £3,000	£50 excess
Extra delayed baggage cover	Up to £500	Nil excess
Hire of business equipment	Up to £500	Nil excess
Replacement business colleague	Up to £1,500	£50 excess
Extension of trip	Up to £1,500	£50 excess

## Section 23 – Golf cover

Loss/Damage to golf clubs	Up to £1,500	£50 excess
Hire of golf clubs	Up to £400	£50 excess
Cancellation and curtailment/ loss of holiday	Up to £15,000	£50 excess
Reimbursement of green fees	Up to £300	£50 excess

## Section 24 – End Supplier Financial Failure cover

Up to £5,000	Nil excess
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## Part B – Hazardous activities – please refer to page 44 for further details

The insurer is working with the Foreign and Commonwealth Office (FCO) to do all that it can to help British travellers stay safe overseas. Before beneficiaries go overseas, they should check the FCO website at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo). It contains essential travel advice and tips, and up to date country specific information.

### The benefits provided

#### Part A – Automatic Benefits

Cover under Sections 1-24 only applies if beneficiaries comply with the qualification criteria specified under ‘When the benefits are available to you’.

Please refer to Extensions of the period of the trip, General exclusions which apply to the whole policy and General conditions which apply to the whole policy, which can be found on pages 45 to 47.

#### Section I – Baggage

In respect of each beneficiary, the insurer will pay:

- a) the cost of repair, if economical, or otherwise the cost of replacement of items as new, less deductions for wear, tear or depreciation, if their baggage is lost, damaged or stolen during the period of the trip.
- b) the cost of the purchase of essential replacement items if their baggage is temporarily lost in transit on their outward travel and not restored to them within:
  - (i) 4 hours after arrival at their destination up to a maximum of £100
  - (ii) 12 hours after arrival at their destination up to a maximum of £200

- (iii) 48 hours after arrival at their destination up to an additional £200 per **beneficiary** in any one **period of the trip**.

Any amount paid will be deducted from the final settlement, should the items prove to be permanently lost.

**Beneficiaries** must obtain written confirmation from the carrier of the number of hours delay. If the **baggage** proves to be permanently lost, the overall **baggage** limit of amount payable shall apply.

#### Limit of amount payable

The total amount payable in respect of each **beneficiary** is £10,000 subject to a maximum limit of:

- a) £1,000 in respect of any single article, pair or set of articles
- b) £1,000 overall in respect of **valuables**.

#### Special conditions applying to Section 1

1. **Beneficiaries** must, at all times, take reasonable precautions to ensure the safety and supervision of their **baggage**. If it is lost or damaged while in the care of a transport company, authority or hotel **beneficiaries** must report to them, in writing where practical, details of the loss or damage.  
If their **baggage** is lost or damaged by an airline **beneficiaries** must:
  - a) obtain a Property Irregularity Report
  - b) give formal written notice of the claim to the airline, within three days of the loss and retain a copy
  - c) keep all travel tickets and **baggage** tags for submission if a claim is to be made under this **Travel Insurance Policy**.
2. **Beneficiaries** should take all practical steps to recover any articles lost or stolen.
3. **Beneficiaries** must report any loss of **baggage** to the police authorities in the country where the loss occurred within 24 hours of discovery or as soon as possible after that and obtain a copy of the police report.
4. Receipts, invoices etc, must be provided to substantiate the claim.

#### Exclusions

1. The first £50 of each and every claim per **beneficiary** except in respect of temporary loss of **baggage** on a **beneficiary's** **outward travel**.
2. Any claim arising from or in connection with:
  - a) cracking, scratching, or breaking of glass (other than lenses in cameras, binoculars, telescopes or spectacles), china, marble, earthenware or tortoiseshell, or breakage of bulbs or valves, unless occasioned by fire, theft or attempted theft or accident to a means of conveyance
  - b) wear and tear, depreciation or damage by moth, vermin, atmospheric or climatic conditions or gradually operating causes
  - c) breakage of sports equipment while in use

- d) **baggage** shipped as freight or under a bill of lading
- e) loss of **valuables** in luggage while in transit by air and sea and outside the control of the **beneficiary**
- f) losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery or as soon as possible after that and a copy of the police report is not obtained
- g) loss or damage to **baggage** (excluding **valuables**) left unattended unless left:
  - in the **beneficiary's** locked accommodation; or
  - in a locked motor vehicle and evidence of physical and forcible entry is provided
- h) loss or damage to **valuables** left in an unattended motor vehicle unless left in the locked boot, covered luggage area or glove compartment and evidence of physical and forcible entry is provided
- i) delay, detention, seizure or confiscation by Customs or other officials
- j) losses caused by any process of cleaning, repairing, dyeing or restoring
- k) pedal cycles, motor vehicles, caravans, trailers, camping equipment or parts or accessories of any of them, or household goods
- l) loss of money, bonds, negotiable instruments and securities of any kind
- m) loss or damage to films, other than their value as unused material
- n) delayed **baggage** under Section 1 part b) is excluded when **beneficiaries** are travelling on **interconnecting flights**;
- o) any loss of **valuables** packed in a suitcase or similar container (other than normal hand luggage) unless they are at all times attended by the **beneficiary**
- p) any loss of **valuables** unless they are at all times attended by the **beneficiary**, or left in hotel security, safety deposit box, safe or similar locked fixed receptacle.

Note: Where a **baggage** claim under Section 1, a **personal money** claim under Section 2 and a loss of essential documents claim under Section 3 arise from the same incident, only one excess per **beneficiary** will apply.

## **Section 2 – Personal money**

In respect of each **beneficiary**, the **insurer** will pay:

If during the **period of the trip**, or in the 72 hours prior to the **period of the trip**, **beneficiaries** suffer financial loss solely as a result of **personal money** being lost or stolen, the **insurer** will pay the amount of the loss.

### Limit of amount payable

The maximum amount payable in respect of each **beneficiary** is £500.

### Special conditions applying to Section 2

1. **Beneficiaries** must at all times take reasonable precautions to ensure the safety and supervision of their **personal money**.
2. **Beneficiaries** should take all practical steps to recover **personal money** lost or stolen.

3. **Beneficiaries** must report any loss to the police authorities in the country where the loss occurred within 24 hours of discovery or as soon as possible after that and obtain a copy of the police report.
4. **Beneficiaries** must provide the **insurer** with proof of ownership for the amount of money they are claiming for to substantiate the claim.

#### Exclusions

1. The first £50 of each and every claim per **beneficiary**.
2. Losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery or as soon as possible after that and where a copy of the police report has not been obtained.
3. Loss or damage of **personal money**:
  - a) in luggage while in transit and outside a **beneficiary's** control
  - b) from an unattended motor vehicle unless secured in its locked boot, covered luggage area or glove compartment and evidence of physical and forcible entry is provided.
4. Shortages due to error, omission or depreciation in value.
5. Loss unless from a **beneficiary's** person or a locked container hidden from view.
6. Loss of travellers cheques where the banker provides a replacement service.
7. Confiscation or requisition by Customs or other officials or authorities.
8. Claims for any amount of **personal money** held other than for social and domestic use.

#### Section 3 – Loss of essential documents

Should **beneficiaries** lose their passport, green card or travel tickets during the **trip**.

In respect of each **beneficiary**, the **insurer** will pay up to the cost of additional travel and accommodation expenses necessarily incurred as a direct result of obtaining a replacement. The maximum amount payable is £750.

#### Exclusions

1. The first £50 of each and every claim per **beneficiary**.
2. Losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery or as soon as possible after that and where a copy of the police report has not been obtained.
3. Any claim resulting from loss of passport not accompanied by a report from the consular representative confirming:
  - a) the date of the loss
  - b) the date of notification of loss
  - c) the date on which a replacement passport was obtained.

Note: The total amount payable under Section 2 Personal money and Section 3 Loss of essential documents is £750. Where a **baggage** claim under Section 1, a **personal money** claim under Section 2 and a loss of essential documents claim under Section 3 arise from the same incident, only one excess per **beneficiary** will apply.

#### Section 4 – Cancellation and curtailment/loss of holiday

If beneficiaries are forced to:

- a) cancel their **trip** before their **outward travel** or **curtail** their **trip** after departure (under (i) below, **curtailment** cover is extended to include cover for **loss of holiday** where applicable for a period in excess of 24 hours), as a direct and necessary result of any cause listed below:
  - (i) Death or serious injury or illness to the **beneficiary**, a travelling companion upon whom their **trip** depends, a member of their **immediate family**, a business partner, or a relative or friend in whose home they are staying or intending to stay. A medical certificate issued by a **medical practitioner** treating the patient, will be required, to confirm cancellation or **curtailment** is necessary.
  - (ii) The **beneficiary** or a travelling companion upon whom their **trip** depends being required:
    - for jury service in their **country of residence**
    - as a witness (but not as an expert witness) in a court of law in their **country of residence**
  - (iii) The **beneficiary** being made **redundant**.
  - (iv) The **beneficiary** being required for unexpected emergency duty or posted overseas as a member of the armed forces, the police, ambulance/fire or nursing service during the intended **trip**.
  - (v) a **medical practitioner** advising the **beneficiary** against travel for a valid medical reason.
  - (vi) The UK Foreign and Commonwealth Office or the equivalent government authority in the **beneficiary's country of residence** advising against 'all travel' or 'all but essential travel' to the **beneficiary's** intended destination. For specific country advice, you can visit the Foreign and Commonwealth Office (FCO) website at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)
- b) stay at home following a serious burglary, fire, storm or flood at their **home address** or usual place of business in their **country of residence**, which occurs during the seven days immediately prior to the **trip** starting.

The insurer will pay

- (i) In the case of cancellation the **beneficiary's** share of:
  - the cost of deposits and **trip** expenses (including **interconnecting flights**) which are not recoverable from any other source, or
- (ii) In the case of **curtailment** the **beneficiary's** share of:
  - the pro-rata cost of travel expenses (including **interconnecting flights**) which are not recoverable from any other source (calculated on the number of days lost, from arrival back in their **country of residence**; or confined to a hospital, hotel room or cabin where **loss of holiday** is applicable), and
  - the cost of a pro-rata refund of unused accommodation and other **trip** expenses (including **interconnecting flights**) which are not recoverable from any other source (calculated on the number of days lost, from arrival back in their **country of residence**; or confined to a hospital, hotel room or cabin where **loss of holiday** is applicable), and

- in addition, the cost of any reasonable travel and accommodation expenses that a **beneficiary** incurs to return to their **home address** or **business address**. Also for any one relative or friend who is required, on medical advice, to travel to or remain with or escort the **beneficiary** to their **country of residence**.

#### Limit of amount payable

The total amount payable in respect of each **beneficiary** is £15,000.

The following sections apply to **curtailment** only.

#### Catastrophe cover

If, during their **trip**, **beneficiaries** are no longer able to stay at the pre-booked and pre-paid accommodation that they are currently staying in or are planning to stay in later on their **trip** because of:

- fire;
- lightning;
- explosion;
- earthquake;
- tidal wave;
- storm;
- avalanche;
- hurricane;
- flood;
- medical epidemic or pandemic;
- food poisoning; or
- volcanic eruption;

the **insurer** will pay the cost of necessary extra travel and accommodation expenses if they continue with their **trip**, or return to the **UK** if they cannot continue with their **trip**, up to a maximum of £5,000 per person.

#### Special exclusions applying to Catastrophe cover

In addition to the General Exclusions, the **insurer** will not pay for any claim directly or indirectly resulting from:

- a) **Beneficiaries** changing their mind about travelling or continuing with their **trip** when the local or national authorities confirm that it is safe to stay; or
- b) The cost of expenses that can be recovered elsewhere.
- c) Claims for the cost of **interconnecting flights** when they were not booked prior to **beneficiaries** leaving their **country of residence**.

#### Special conditions applying to Catastrophe cover

**Beneficiaries** must send the **insurer**:

- a) The original booking invoices and travel documents showing the dates and times of travel; and
- b) Written confirmation of the disaster from the local or national authority of the area where it happened.

#### Special conditions applying to Section 4

1. In the event of any claim, the amount of any claim shall be based on the travel and accommodation expenses, which **beneficiaries** have prepaid, or for which **beneficiaries** are contracted to pay, at the time of the occurrence.

2. If any claim is as a result of accident, illness or a **medical practitioner** advising against travel, a medical certificate issued by a **medical practitioner** treating the patient, will be required, to confirm that cancellation or **curtailment** is necessary (**beneficiaries** will be liable for obtaining the medical certificate and any costs involved). In any case, the **insurer** will require confirmation of booking from their travel provider.
3. For **loss of holiday** claims you must obtain a medical certificate from the **medical practitioner** in attendance confirming their order for you to remain confined to a hospital, hotel room or cabin, if applicable.

#### Exclusions applying to Section 4

1. The first £50 of each and every claim per **beneficiary**.
2. The **insurer** shall not make any payment in respect of any claim arising from or in connection with:
  - a) operation of law, government regulation, criminal proceedings or act of currency restrictions
  - b) strikes or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the **trip**
  - c) unemployment other than **redundancy**
  - d) disinclination to travel or continue a **trip**
  - e) financial circumstances
  - f) failure of the tour operator or any provider of transport or accommodation to fulfil the **trip** booking
  - g) adverse weather conditions
  - h) a **pre-existing medical condition** or an **associated condition**, unless the **pre-existing medical condition** has been declared to and accepted by the **insurer**
  - i) an **anticipated event**
  - j) any claim under point 2 of Section 5 of this **Travel Insurance Policy** will prevent a claim being made under this section.
  - k) any treatment or help where, given their physical or mental condition, **beneficiaries** should not have travelled or it would have been reasonable for them to have consulted their **medical practitioner**, prior to them booking or taking the **trip**, about whether or not it was appropriate for them to travel.
  - l) the transport operator or their agents refusing to transport **beneficiaries** or a member of their **immediate family**, or a travelling companion, because they consider that they are not fit to travel.
  - m) a member of the **beneficiary's immediate family**, or a travelling companion or close business associate of the **beneficiary** (whether they are travelling or not) suffering from any medical condition that has resulted in their being a hospital inpatient or put on a waiting list for hospital treatment for such medical condition in the 12 months prior to the **beneficiary** booking the **trip**.
  - n) the cost of Airport Passenger Duty (APD).

- o) travel tickets paid for using any loyalty reward scheme, for example Air Miles or Avios Points.
- p) accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme.
- q) claims under a) (vi) above **trips** booked where at the time of booking the **trip** the UK Foreign and Commonwealth Office or the equivalent government authority in the **beneficiary's country of residence** advised against 'all travel' or 'all but essential travel' to the **beneficiary's** intended destination.
- r) any claim for **loss of holiday** not supported by a medical certificate from your treating **medical practitioner** confirming the number of days that **you** were confined to **your** to a hospital, hotel room or cabin.

### **Section 5 – Travel delay**

The benefit provided under 1. below is intended to provide compensation if **beneficiaries** are delayed at their point of departure and is only applicable if they have travelled there and checked-in. If **beneficiaries** have not travelled to their departure point they will not be covered even if they have checked-in online.

If a **beneficiary** is a resident of Northern Ireland, cover under this section is extended to include international departures from ports/airports within the Republic of Ireland.

If there is a delay in the departure of the ship, aircraft or train in which **beneficiaries** are booked to make their **trip**:

#### **Limit of amount payable**

1. The **insurer** will pay up to £500 in respect of each **beneficiary** for the first full four hours of delay in respect of the cost of any reasonable expenses incurred for additional accommodation, travel expenses, meals, refreshments (and in respect of telephone calls a maximum of £5), if **beneficiaries** are delayed in departing on their **outward travel**, or delay occurs at the point of departure on their **homeward travel**, or
2. The **insurer** will pay the cost of non-recoverable deposits and other prepaid **trip** costs up to a maximum of £15,000 if after 12 hours delayed departure of the **outward travel** from their **country of residence** **beneficiaries** choose to cancel the **trip**.

The period of delay will be calculated from the date and time of the departure of the ship, aircraft or train specified in the **beneficiary's** travel itinerary. They must check-in according to such itinerary and obtain written confirmation from the carrier or handling agents stating the actual date and time of departure and reason for such delay.

**You** may claim only under this section or the Missed connections section or the Missed departure section for the same event.

#### **Exclusions**

1. The first £50 of each and every claim per **beneficiary** under point 2 of the limit of amount payable.
2. No payment shall be made under more than one item of this section.

3. No payment shall be made in respect of any claim arising from strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the **trip**.
4. Any claim under point 2 of the limit of amount payable will prevent a claim being made under Section 4 of this **Travel Insurance Policy**.
5. No payment shall be made if **beneficiaries** do not obtain written confirmation from the carrier or handling agent of the number of hours delay and the reason for the delay.
6. Any claim resulting from delays to **interconnecting flights**.

#### **Section 6 – Missed connections**

If the scheduled flight on which **beneficiaries** are booked to make their **journey** is delayed and this causes their connecting flight to be missed and, provided no alternative forward flight is provided within four hours, the **insurer** will pay the cost of any reasonable expenses up to £250 in respect of each **beneficiary**, up to a maximum of £1,000 in total, in respect of additional accommodation, travel expenses, meals and refreshments.

**You** may claim only under this section or the Travel delay section or the Missed departure section for the same event.

#### **Exclusions**

1. Any claim arising in respect of strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the **trip**.
2. Any claim if **beneficiaries** do not obtain written confirmation from the carrier or handling agent of the number of hours delay and the reason for the delay.
3. Any claim resulting from **interconnecting flights**.

#### **Section 7 – Missed departure**

If a **beneficiary** is a resident of Northern Ireland, cover under this section is extended to include international departures from ports/airports within the Republic of Ireland.

The **insurer** will pay the cost of any additional accommodation, travel expenses, meals and refreshments necessarily incurred on a **beneficiary's outward/homeward travel** or reaching **your** next overseas destination if **you** are on a multi centre holiday as shown in **your** itinerary as a result of:

- a) failure of public transport services;
- b) due to accident to or breakdown of their own vehicle; or
- c) a delay involving their vehicle because of unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press.

in getting **beneficiaries** to the departure port or airport by the time stated in their itinerary.

**You** may claim only under this section or the Travel delay section or the Missed connections section for the same event.

### Limit of amount payable

The total amount payable in respect of each **beneficiary** is £1,000.

### Special conditions applying to Section 7

1. In the event of a claim arising from any delay occurring following an accident to or breakdown of the vehicle in which **you** are travelling **you** must obtain written confirmation from the carrier, police or relevant transport authority confirming the delay and stating its cause.
2. In the event that the vehicle in which **you** are travelling is delayed by heavy traffic or road closures **you** must obtain confirmation that the delays were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website on television, news bulletins or in the press.
3. **You** must allow sufficient time for the journey to **your** departure point and also include enough time to complete the boarding process at **your** point of departure.

### Exclusions

1. Any claim arising in respect of strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the **trip**.
2. Any claim where **you** had not allowed sufficient time for the journey to **your** departure point and allowed enough time to complete the boarding process at **your** point of departure.
3. Any claim if **beneficiaries** are not proceeding directly to the departure point.
4. Any claim resulting from **interconnecting flights**.

### Section 8 – Medical and emergency expenses

This is not Private Medical Insurance.

#### Part One: Emergency Medical Expenses Abroad

If, during the **period of the trip**, **beneficiaries** fall ill, sustain **bodily injury** or die the **insurer** will pay the value of reasonable and necessary costs in respect of:

- a) i) emergency: dental, medical, surgical or hospital treatment (including rescue service to take **beneficiaries** to hospital) incurred outside their **country of residence**;  
ii) transporting their body or ashes to their **home address**, or of burial or cremation in the country in which death occurs outside their **country of residence**.
- b) the **insurer** will also pay up to limits of amount payable under the Cancellation and curtailment/loss of holiday section if **beneficiaries** were unable to use a prepaid excursion due to injury or illness of themselves or **the beneficiary's** travelling companion.
- c) additional charges for paid accommodation if it is necessary for them to stay beyond the **period of the trip**.
- d) **journey** expenses which they have to pay to get back to their **home address** if they cannot use their return ticket.
- e) i) cost of telephone calls to the Assistance Helpline notifying and dealing with the problem for which **beneficiaries** are able to provide receipts or other evidence to show the cost of the calls and the numbers **beneficiaries** telephoned;

- ii) any costs incurred by **beneficiaries** when they receive calls on their mobile from the Assistance Helpline for which **beneficiaries** are able to provide receipts or other evidence to show the cost of the calls.
- f) The cost of taxi fares, other than those for the **beneficiary's** travel to or from hospital relating to the **beneficiary's** admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for **beneficiaries** by the hospital. However, any costs incurred by **beneficiaries** to visit another person or by another person visiting **beneficiaries** in hospital are not covered.

Points c) and d) include the same expenses for any one relative or friend who is required, on medical advice, to travel to, remain with or accompany **beneficiaries**. This is extended up to two people if the **beneficiary** is under 18 years of age.

#### Limit of amount payable

The total amount payable in respect of each **beneficiary** is unlimited.

In respect of point a), the **insurer** shall only pay the amount of costs incurred while **beneficiaries** are away from their **country of residence** during the **period of the trip** unless their **homeward travel** cannot be completed before the expiry of the **period of the trip**, in which case the Extensions of the period of the trip section automatically applies.

#### Part Two: Emergency Medication for Pre-existing Medical Conditions

If the **beneficiary** has also purchased a policy from the **insurer** to cover a **pre-existing medical condition**, the **insurer** will also pay up to £250 for the amount of expenses incurred in obtaining any associated medication, which **beneficiaries** take on a **trip** that is lost or stolen (the **insurer** will not pay where **beneficiaries** forgot to take the medication with them).

#### Part Three: Emergency Expenses in the UK

If **beneficiaries** die or are hospitalised due to a physical illness or a serious injury whilst on a **trip** in the **UK**, the **insurer** will pay:

- a) Upon the advice of the **insurer's** medical adviser, up to £2,000 per **beneficiary** towards the cost of transport and accommodation expenses, including £50 per **beneficiary** per day for meals, phone calls and travelling costs, if one person, who is resident in the **UK** travels to and stays with them;
- b) The cost of transportation expenses returning the **beneficiary's** remains to their home in the **UK** following their death, up to £1,000 per **beneficiary**;
- c) The cost of ambulance expenses, to transfer the **beneficiaries** to a hospital nearer their home in the **UK**, up to £2,000 per **beneficiary**.

#### Special conditions applying to Section 8

1. Before liability will be accepted, the Assistance Helpline must be notified immediately or as soon as is reasonably possible after the incident and authorise the request for treatment.
2. The **insurer** reserves the right to bring **beneficiaries** home when, in the opinion of the **medical practitioner** in attendance and the **insurer's** medical advisers, they are fit to travel.

3. If **beneficiaries** are injured or become ill during their **trip**, the Assistance Helpline may:
- move the **beneficiary** from one hospital to another; and /or
  - arrange for the **beneficiary** to return to their **country of residence** at any time.
- They will do this if they and the treating doctor think that it is safe for the **beneficiary** to be moved or returned to the **beneficiary's country of residence**. If you choose not to, our liability will end on the date it was deemed safe for the **beneficiary** to be moved or returned to the **beneficiary's country of residence**.

For travel to the United States of America emergency medical and other expenses means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

Note: For a **beneficiary** requiring inpatient treatment, the **insurer** will not accept liability for the value of any costs in connection with an injury or illness which necessitates admittance of the **beneficiary** to hospital as an inpatient unless the Assistance Helpline is notified as soon as possible after the incident arises and authorises the request for treatment.

#### Exclusions

1. The first £50 of each and every claim per beneficiary unless **beneficiaries** have used their EHIC or a Reciprocal Health Agreement to contribute towards the cost of treatment.
2. Any payment in respect of medical treatment received in the **UK**.
3. Any payment in respect of any claim arising from:
  - a) a **pre-existing medical condition** or an **associated condition**, unless the **pre-existing medical condition** has been declared to and accepted by the **insurer**
  - b) participation in or practice of any sport or activity unless shown as covered under **hazardous activities** or unless otherwise agreed;
4. Any claim for the cost of any treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated the admittance into hospital.
5. Any expenses incurred for illness, injury or treatment required in consequence of surgery or medical treatment which, in the opinion of the attending **medical practitioner** and the Assistance Helpline, can be reasonably delayed until the **beneficiary's return to their country of residence**.
6. Preventative treatment which can be delayed until the **beneficiary's return to their country of residence**.
7. Claims that are not confirmed as medically necessary by the attending **medical practitioner** and the Assistance Helpline.
8. Any additional hospital costs arising from single or private room accommodation unless medically necessary.
9. Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centres, unless confirmed as medically necessary by the attending **medical practitioner** and the Assistance Helpline.

10. An anticipated event.
11. Any treatment or help where, given their physical or mental condition, **beneficiaries** should not have travelled or it would have been reasonable for them to have consulted their **medical practitioner**, prior to their booking or taking the **trip**, about whether or not it was appropriate for them to travel.
12. For the cost of any phone calls, other than necessary calls to the Assistance Helpline.
13. In respect of the cover under section b) claims where **beneficiaries** have not received in writing confirmation from the treating doctor that **beneficiaries** were not fit to undertake the excursion.
14. Claims where **beneficiaries** do not comply with the treatment agreed by the treating doctor and the Assistance Helpline.

### Section 9 – Personal accident

In respect of each **beneficiary**, the insurer will pay:

If during the **period of the trip** **beneficiaries** sustain **bodily injury**, resulting solely and independently of other causes, in death or disablement, the benefits shown below will be paid.

#### Special definitions applying to Section 9

**Loss of limb** means:

- In the case of an upper limb – the limb being permanently severed at or above the wrist or permanent and total loss of use of a complete hand or arm;
- In the case of a lower limb – the limb being permanently severed at or above the ankle or permanent and total loss of use of a complete foot or leg.

**Loss of sight** means if the degree of sight remaining in one eye, after correction, is 3/60 or less on the Snellen Scale (this means seeing at three feet what you should see at 60 feet), or in both eyes if their name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

**Permanent total disablement** means disability, which prevents **beneficiaries** from doing any work of any kind which, after 12 months, is beyond reasonable hope of any improvement.

#### Benefits during the period of the trip

Item 1	Death	£50,000
Item 2	Total and irrecoverable loss of sight in one eye or loss of one limb	£50,000
Item 3	Total and irrecoverable loss of sight in both eyes or loss of two or more limbs	£50,000
Item 4	Permanent total disablement (other than by loss of limbs/sight) which after 12 months from the date of injury prevents the <b>beneficiary</b> from following, engaging in or giving attention to, any occupation for the rest of his/her life	£50,000

### Special conditions applying to Section 9

1. Death or disablement must occur within one year of injury.
2. Benefits shall not be payable under more than one of the items above and any such payment shall end this section of the policy in respect of the **beneficiary** concerned.
3. Benefit under Item 1 in respect of those aged under 18 years is limited to £2,000.
4. Benefit under Item 1 in respect of those aged between 18 and 23 years is limited to £12,500.
5. If, after a reasonable period of time has elapsed, the **insurer**, having examined all the evidence available, has no reason to suppose other than that an accident has occurred, the disappearance of a **beneficiary** shall be considered as a claim under Item 1. If, at any time after a payment has been made, the **beneficiary** is found to be alive then the payment shall be refunded.
6. If **beneficiaries** die and do not leave a will, the **insurer** will not issue a settlement cheque until the administrators have been appointed.

### Exclusions

The **insurer** shall not make any payment in respect of any claim resulting from or arising in connection with:

1. a **pre-existing medical condition** or an **associated condition**, unless the **pre-existing medical condition** has been declared to and accepted by the **insurer**;
2. participation in or practice of any sport or activity unless shown as covered under **hazardous activities** or unless otherwise agreed;
3. sickness or disease or any naturally occurring or degenerative condition;
4. any claim that arises from or is in connection with a claim occurring in the **beneficiary's country of residence**.

### Section 10 – Hospital benefit

If the **insurer** pays a claim in respect of expenses relating to emergency medical treatment given or prescribed by a **medical practitioner** under Section 8, the **insurer** will pay this hospital benefit if **beneficiaries** are admitted to a hospital licenced for surgery outside their **country of residence** due to their accidental **bodily injury** or illness sustained during the **period of the trip** and in addition to any medical expenses incurred under Section 8.

### Limit of amount payable

The **insurer** will pay £50 for every complete day the **beneficiary** is hospitalised. The total amount payable in respect of each **beneficiary** is £1,000.

### Exclusions

The **insurer** shall not make any payment in respect of any claim resulting from or arising in connection with:

1. a **pre-existing medical condition** or an **associated condition**, unless the **pre-existing medical condition** has been declared to and accepted by the **insurer**;
2. participation in or practice of any sport or activity unless shown as covered under **Hazardous activities** or unless otherwise agreed.

## Section 11 – Personal liability

The insurer will pay the amount of any sums which **beneficiaries** become legally liable to pay for in respect of accidents which result in:

1. death or **bodily injury** of any person;
2. loss of, or damage to, property occurring during the **period of the trip**.

### Limit of amount payable

The total amount for all claims made against **beneficiaries** arising from any one occurrence is £2,000,000. The insurer will also pay the amount of any extra costs and expenses awarded against **beneficiaries** or incurred by **beneficiaries** with the insurer's written consent.

### Exclusions

1. The cost of any liability arising from:
  - a) death or **bodily injury** of the **beneficiary**'s employees or members of their family permanently living with them;
  - b) loss of or damage to property which belongs to, or is under the control of, the **beneficiary** or a member of their family or household or a person employed by them;
  - c) trade, business or profession of the **beneficiary**;
  - d) ownership or occupation of any land or building (other than occupation only of any temporary holiday accommodation, in which case the first £100 of each and every claim is excluded);
  - e) ownership, possession or use of animals (other than domestic animals), firearms (other than sporting guns), mechanically propelled vehicles, vessels (other than manually propelled watercraft) or aircraft of any description.

## Section 12 – Legal costs

Within this section obligations on the **beneficiary**, for example things which must be done or observed by the **beneficiary**, are contractual obligations on us, these obligations must be performed by the **beneficiary** acting as our agent for the purposes of making a claim under the policy.

### Legal Advisory Service

The 24 hour phone number for practical UK legal advice in connection with a **trip** and for reporting a **legal costs** claim is +44 (0) 330 102 6575 quoting scheme no 73072.

### The insurer will pay

1. **Legal costs** which help **beneficiaries** claim damages or compensation:
  - for injury, illness or death, which happens during their **trip**; or
  - following a dispute about an agreement they have for their **trip**.
2. Up to £250 for the cost of the first consultation that **beneficiaries** arrange with a local **solicitor** if a **beneficiary** is arrested or held by authorities during their **trip**.

The insurer will only cover legal costs if:

- Any legal proceedings are to take place in or anticipated to take place in a court or other organisation that the insurer agrees to; and
- It is always more likely than not that **beneficiaries** will be successful with their claim.

## Exclusions

The **insurer** will not pay in respect of:

1. Defending any claims or allegations made against **beneficiaries**, except for assistance with a first consultation provided that the **insurer** will pay 2 above;
2. Any claim resulting from any illness or injury that develops gradually or is not caused by a specific or sudden accident;
3. Any matter involving one of the **beneficiaries** making a claim against another of the **beneficiaries** or us or the **insurer** or its agents.
4. **Legal costs** and expenses that **beneficiaries** have paid or will have to pay before the **insurer** has agreed to cover them;
5. Claims reported more than 180 days after the date **beneficiaries** knew or should have known about the incident leading to the claim;
6. **Legal costs** if **beneficiaries** stop or settle a claim against the advice of the **solicitor** or withdraw instructions from the **solicitor** without the **insurer's** prior written consent. If this happens, the refund of any costs and expenses the **insurer** has paid or agreed to pay during the claim will be procured from **beneficiaries** and no further cover will be provided;
7. Any fines, penalties, compensation or damages which **beneficiaries** are ordered to pay by a court or other organisation.

## Conditions

If **beneficiaries** do not fulfil the following conditions, the **insurer** may refuse any claim and withdraw from any current claim.

**Beneficiaries must be required to do the following:**

- Give the **insurer** full details of their claim and any other information that the **insurer** or the **solicitor** ask **beneficiaries** for;
- Tell the **insurer** about any developments affecting their claim (**beneficiaries** or a party other than the **insurer** must pay any costs involved in providing this information);
- Tell the **insurer** if the **solicitor** refuses to continue to act for them or if they wish to withdraw their instructions;
- Tell the **insurer** if anyone makes a payment into court or makes an offer to settle their claim;
- Try to recover the costs that the **insurer** has to pay, and return them to the **insurer**;
- Get the **insurer's** agreement in writing before they decline acceptance of an offer that has been made to settle their claim, try to negotiate or settle a claim and co-operate fully with the **solicitor** and the **insurer**, and not do anything that might harm their claim. If the **insurer** asks, **beneficiaries** must tell the **solicitor** to give the **insurer** any documents or information that they have or know about.

## Appointing a solicitor

- If the **insurer** accepts the claim, the **insurer** or a **solicitor** they choose will try to negotiate a settlement without having to go to court.
- Where the **trip** does not involve travelling outside of the **United Kingdom**, at the point it is necessary to take their claim to court, or if there is a conflict of

interests, we have the right to choose the **solicitor** to act for **beneficiaries**. We may ask the **insurer** to recommend a **solicitor**. Otherwise, the **insurer** will choose a **solicitor** to act.

- The **solicitor** is appointed in the **beneficiary's** name to act for the **beneficiary**.
- **Beneficiaries** must not be allowed to agree any charges with the **solicitor** without getting the **insurer's** permission first.
- If a **solicitor** refuses to continue acting for a **beneficiary** with good reason, or if a **beneficiary** dismisses them without good reason, the benefits will end immediately unless the **insurer** agrees to the appointment of another **solicitor**.

**Beneficiaries must be required to tell their solicitor to do the following:**

- Get the **insurer's** written permission before instructing a barrister or an expert witness;
- Tell the **insurer** immediately if it is no longer more likely than not that the **beneficiaries** will be successful with their claim.

**The insurer can do the following:**

- Contact the **solicitor** at any time, and they must co-operate fully with the **insurer** at all times;
- Decide to settle the claim by paying the cost of the amount in dispute. If the claim is not for damages, the **insurer** may decide to settle the claim by paying the equivalent financial cost of the claim;
- Refuse to pay any more **legal costs** if **beneficiaries** do not accept a reasonable offer to settle their claim;
- Refuse to pay any more **legal costs** if it is no longer more likely than not that the **beneficiaries** will be successful with the claim.

### **Section 13 – Ski pack**

The **insurer** will pay the amount of the unused portion of the **ski pack** costs a **beneficiary** has paid for or contracted to pay for before their **trip** commences, where **beneficiaries** do not **curtail** the **trip**, but are certified by a **medical practitioner** in the resort as being unable to use these facilities because of serious injury or illness occurring during the **period of the trip** and where there is confirmation that no refund is available for the unused items.

**Special definition applying to Section 13**

**Ski pack** means prepaid lift pass, ski school and equipment hire fees or combination of these items.

**Limit of amount payable**

The maximum amount payable in respect of each **beneficiary** shall not exceed £500 per week.

**Exclusions**

The **insurer** shall not pay any claims that are not confirmed as medically necessary by the Assistance Helpline and where a medical certificate has not been obtained from the attending **medical practitioner** in the resort confirming **beneficiaries** are unable to ski.

## Section 14 – Loss/Damage to ski equipment

The insurer will pay the amount of the loss if during the period of the trip, beneficiaries suffer financial loss as a result of:

- a) loss, theft, or accidental damage to their **ski equipment**;
- b) loss, theft, or damage to, **ski equipment** hired by beneficiaries.

### Limit of amount payable

The maximum amount payable in respect of each beneficiary is £1,000.

### Special conditions applying to Section 14

1. Damaged ski equipment belonging to beneficiaries must be returned to their home address for inspection.
2. Beneficiaries must, at all times, take reasonable precautions to ensure the safety and supervision of their own or hired **ski equipment**. If it is lost or damaged while in the care of a transport company, authority or hotel they must report to them, in writing where practical, details of the loss or damage. If their own or hired ski equipment is lost or damaged by an airline beneficiaries must:
  - a) obtain a Property Irregularity Report;
  - b) give formal written notice of the claim to the airline within three days of the loss and retain a copy;
  - c) keep all travel tickets and **baggage** tags for submission if a claim is to be made under this **Travel Insurance Policy**.
3. Beneficiaries must take all practical steps to recover any articles lost or stolen.
4. Beneficiaries must report any loss of **ski equipment** to the police authorities in the country where the loss occurred within 24 hours of discovery or as soon as possible after that and obtain a copy of the police report.

### Exclusions

1. The first £50 of each and every claim per beneficiary.
2. Any claim arising from or in connection with:
  - a) loss or damage to a beneficiary's **ski equipment** which is more than five years old;
  - b) hired equipment not verified by an official receipt from the **ski equipment** hire shop;
  - c) deliberate, wilful or malicious damage;
  - d) carelessness or neglect;
  - e) damaged skis which have not been returned to their **home address** for inspection by the authorised loss adjuster;
  - f) wear and tear, depreciation or damage by moth, vermin, atmospheric or climatic conditions or gradually operating causes;
  - g) losses from motor vehicles;
  - h) losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery or as soon as possible after that and where a copy of the police report is not obtained;
  - i) delay, detention, seizure or confiscation by Customs or other officials;
  - j) losses caused by any process of cleaning, repairing, dyeing or restoring.

### Section 15 – Costs of hired skis

The insurer will pay the cost of **beneficiaries** hiring **ski equipment** for the remaining **period of the trip** as a result of loss, theft or accidental damage to their own or hired **ski equipment** occurring during the **period of the trip**.

#### Limit of amount payable

The maximum amount payable in respect of each **beneficiary** shall not exceed £50 per day with a maximum limit of £750.

#### Exclusions

1. Carelessness or neglect.
2. Losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery or as soon as possible after that and where a copy of the police report is not obtained.
3. Losses not reported to the relevant transport company, authority or hotel within seven days of discovery of the loss, if **ski equipment** is lost or damaged whilst in their care. **Beneficiaries** must also obtain a written report of the incident from them. In the case of an airline, this will be a Property Irregularity Report.
4. Delay, detention, seizure or confiscation by Customs or other officials.
5. Wear and tear, depreciation or damage by moth, vermin, atmospheric or climatic conditions or gradually operating causes.
6. Losses from motor vehicles.
7. Losses caused by any process of cleaning, repairing, dyeing or restoring.
8. Hired equipment not verified as lost or damaged by an official receipt from the **ski equipment** hire shop.

### Section 16 – Piste closure

If due to lack of, or too much, snow the skiing facilities (excluding cross country skiing) in the resort, which **beneficiaries** have pre-booked to travel, are closed in their entirety and it is not possible to ski, the **insurer** will pay:

- a) up to a maximum of £50 per day, for the cost of their transportation organised by the tour operator to an alternative site
- b) in the event that there are no alternative sites available, the **insurer** shall pay £50 per day.

#### Limit of amount payable

One or a combination of the benefits described above are payable for as long as such conditions prevail at the resort, but in any case not exceeding the **period of the trip**.

#### Exclusions

1. Any European winter sports holiday commencing on or after 1 May and before 1 December annually.
2. Claims where **beneficiaries** have not obtained written confirmation of closure from the local representative.
3. Claims where not all skiing facilities are closed.
4. Claims where the skiing conditions are known or are public knowledge at the time of booking their **trip**.

## **Section 17 – Winter sports delay**

### **Outbound**

- a) The **insurer** will pay the cost of additional accommodation and **journey** expenses incurred due to avalanche, landslide or landslip causing delay to a **beneficiary's** arrival at the booked resort.

### **Limit of amount payable**

The maximum amount payable in respect of each **beneficiary** shall not exceed £150.

### **Exclusions**

Any European winter sports holiday commencing on or after 1 May and before 1 December annually.

### **Inbound**

- a) Up to £500 (a maximum of £50 a day) for the cost of reasonable alternative accommodation and food if the **beneficiary's** departure is delayed as transport cannot reach them due to bad weather.
- b) The **insurer** will also pay up to £500 for the cost of alternative return transport to the **UK** if **beneficiaries** cannot change their return travel tickets to the **UK** and have to buy replacements.

## **Section 18 – Physiotherapy following a skiing accident**

If the **insurer** pays a claim under Section 8, medical and emergency expenses and this claim, is as a direct result of a ski accident, the **insurer** will pay the cost of physiotherapy which is recommended by a **medical practitioner** on a **beneficiary's** immediate return to their **country of residence**, up to a maximum of £350.

### **Exclusions**

Any claim which has not been confirmed as being medically necessary.

## **Section 19 – Pet care**

The **insurer** will pay the amount of extra costs in kennel or cattery fees up to £500 if a **beneficiary's** return home is delayed.

### **Exclusions**

Any claim not supported by official confirmation of the length and cause of the delay from the transport provider.

## **Section 20 – Hijack**

The **insurer** will pay the cost of a consultation with a psychiatrist in the **UK** following a **beneficiary's** pre-arranged transport being hijacked for more than 24 hours, up to £300. If injured during the hijack, the **insurer** will also pay the cost of their medical treatment under Section 8 and £100 for each full 24-hour period **beneficiaries** are held hostage.

### **Exclusions**

Any claim where they fail to get an official report or letter from the transport provider/carrier or police confirming the length of time that they were delayed for due to the hijacking.

## Section 21 – Withdrawal of services

The insurer will pay up to £1,000 if a **beneficiary's** pre-booked hotel, due to strike or industrial action, completely withdraws the following:

- water or electrical facilities; or
- swimming pool facilities; or
- kitchen services to the extent that no food is available; or
- chambermaid facilities.

The insurer will pay £50 for each complete 24 hours they are without these facilities.

### Beneficiaries are not covered for

Any claim directly or indirectly resulting from:

- claims which are not substantiated by a written report from the tour representative or hotel confirming the exact length, nature and cause of the disruption;
- strike or industrial action, which was advised at the time travel was booked;
- claims for services which were not available prior to any strike or industrial action.

## Section 22 – Business cover

Please refer to Extensions of the period of the trip, General exclusions which apply to the whole policy and General conditions which apply to the whole policy.

The following section will not apply to **trips** undertaken within a **beneficiary's** country of residence.

**Important note:** All conditions and exclusions included within Part A – Sections 1 and 8 also apply to this section.

### Additions to what the insurer will pay

#### Part A – Section 1 Baggage

If during a **trip** undertaken for business purposes, the **insurer** will pay:

- a) The cost of repair if economical, or otherwise the cost of replacement of **business equipment** as new, less deductions for wear, tear or depreciation, if a **beneficiary's** **business equipment** is lost, damaged or stolen during the **period of the trip**.
- b) The cost of repair if economical, or otherwise the cost of replacement of **business samples** as new, less deductions for wear, tear or depreciation, if a **beneficiary's** **business samples** are lost, damaged or stolen during the **period of the trip**. The total amount payable in respect of each **beneficiary** under points a) and b) is £3,000 subject to a maximum limit of £1,000 in respect of any single article, pair or set of articles.
- c) If **baggage** is temporarily lost in transit on a **beneficiary's** **outward travel** and not restored to them within 12 hours after arrival at their destination, the **insurer** will pay the cost of purchasing essential replacement items, up to £500. **Beneficiaries** must obtain written confirmation from the carrier of the number of hours delay. If the **business equipment** proves to be permanently lost, the overall limit insured as specified in point a) shall apply.
- d) If a **beneficiary's** **business equipment** is lost, damaged or stolen during the **period of the trip**, the **insurer** will pay the cost of hiring replacement **business equipment** for the duration of the **trip** or until their **business equipment** is returned to them, whichever is the shorter period, up to £500.

**Beneficiaries** must obtain receipts for the cost of hiring replacement **business equipment**.

**Part A – Section 8 Medical and emergency expenses**

- a) The cost of a return travel ticket, up to the same class of travel as that paid by **beneficiaries** on their **outward travel** and up to £1,500, to enable a business colleague where necessary, to replace a **beneficiary** if they are hospitalised for more than three days, brought home by the Assistance Helpline or die.
- b) The cost of necessary and reasonable additional accommodation and travel expenses up to £1,500 should a **beneficiary** need to extend the **period of the trip** beyond the scheduled return date following their **bodily injury** or illness or due to adverse weather conditions at their **trip** destination.

**Special definitions applying to Section 22 – Business cover**

**Business equipment** means computer equipment, facsimile machines, photocopiers, typewriters, word processing equipment, fixed telecommunication equipment, business books, stationery and office equipment all owned by, or the legal responsibility of, **beneficiaries**.

**Business samples** means all business stock owned by, or the legal responsibility of, **beneficiaries**.

**Additional exclusion applying to Section 22 – Business cover**

The **insurer** will not pay any claim under Part A – Section 8, additional benefit b), for adverse weather conditions if **beneficiaries** could have reasonably known of these conditions prior to booking their **trip**.

**Section 23 – Golf cover**

Please refer to Extensions of the period of the trip, General exclusions which apply to the whole policy and General conditions which apply to the whole policy.

The following section will not apply to **trips** undertaken within a **beneficiary's** **country of residence**.

**Important note**

All conditions and exclusions included within Part A – Sections 1, 4, 5 and 8 also apply to this section.

**Additions to what the insurer will pay**

**Part A – Section 1 Baggage**

- a) The **insurer** will pay the cost of repair if economical, or otherwise the cost of replacement of **golf clubs** as new, less deductions for wear, tear or depreciation, if a **beneficiary's** **golf clubs** are lost, damaged or stolen during the **period of the trip** up to a maximum of £1,500.
- b) The **insurer** will pay the cost of hiring replacement **golf clubs** up to £400 for each pre-booked round of golf where their **golf clubs** were unavailable through being temporarily lost in transit on their **outward journey** and not restored to them within four hours after arrival at their destination.

**Beneficiaries** must obtain written confirmation from the carrier of the number of hours delay. If the **golf clubs** prove to be permanently lost, the overall limit insured as specified in point a) above shall apply. **Beneficiaries** must also obtain receipts for the cost of hiring replacement **golf clubs**.

#### **Part A – Section 4 Cancellation and curtailment/loss of holiday**

If **beneficiaries** are forced to cancel their **trip** after paying the deposit for the **trip** due to their sustaining a **bodily injury** or illness that as a direct result prevents them from playing golf, the **insurer** will pay up to £15,000 under Part A – Section 4.

Please note that in the event of cancelling the **trip** as a result of their **bodily injury** or illness, confirmation must be obtained from a **medical practitioner** in their **country of residence** that the **bodily injury** or illness prevented them from playing golf.

#### **Part A – Section 5 Travel delay**

If there is a delay in the departure of the ship, train or aircraft in which **beneficiaries** are booked to make their **trip**, and they are delayed for at least four hours, the **insurer** will pay the cost of non-refundable prepaid green fees up to £300 that they are unable to use as a direct result of the delay.

#### **Part A – Section 8 Medical and emergency expenses**

If the **insurer** pays for the cost of expenses relating to emergency medical treatment given or prescribed by a **medical practitioner** under Part A – Section 8 following a **beneficiary's** **bodily injury** or illness outside their **country of residence**, the **insurer** will pay the cost of non-refundable prepaid green fees up to £300 that they are unable to use as a direct result of their **bodily injury** or illness.

#### **Special definition applying to Section 23 – Golf cover**

**Golf clubs** means a complete set of clubs normally carried in a golf bag, regardless of whether purchased as a set or individually.

#### **Section 24 – End Supplier Financial Failure cover**

The **insurer** will pay up to £5,000 in total for each **beneficiary** named on the booking invoice for:

1. **Financial failure** prior to departure – Irrecoverable sums paid prior to **financial failure** of the **end supplier**, not forming part of an inclusive holiday prior to departure
2. **Financial failure** after departure – In the event of **financial failure** of the **end supplier** after departure:
  - a) Additional costs incurred by the **beneficiaries** in replacing that part of the arrangements to a similar standard as enjoyed prior to the **curtailment** of the travel arrangements
  - b) If **curtailment** of the **trip** is unavoidable the cost of return transportation to the UK or Ireland of a similar standard as enjoyed prior to the **curtailment** of the travel arrangements.

## Exclusions

The **insurer** will not pay for:

- travel or accommodation not booked within the UK or Ireland prior to departure.
- any costs resulting from the **financial failure** of:
  - any scheduled airline is, or which any prospect of **financial failure** is known by **you** or widely known publicly at the date **you** bought this policy;
  - any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing policy, policies, bond, or is capable of recovery under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
- the **financial failure** of any travel agent, tour organiser, booking agent or consolidator with whom **you** have booked a scheduled flight, travel or accommodation.
- any loss that is not directly associated with the incident that caused **you** to claim. For example, loss due to being unable to reach **your** pre-booked hotel, villa or car hire following the **financial failure** of an airline.

## Part B – Hazardous activities

The **hazardous activities** that are covered under this **Travel Insurance Policy** are detailed on page 14.

The following activities are excluded:

- hang-gliding
- heli-skiing
- paragliding
- parascending
- parachuting
- use of bobsleighs or skeletons

However, the insurance can be extended to cover these activities upon payment of an additional premium provided this is arranged prior to the start of the **trip**.

Under this endorsement of the policy, the activities are covered when they have been pre-booked and paid for in a **beneficiary's country of residence** prior to departure and where tuition by experts holding recognised relevant qualifications is provided.

To arrange this additional cover, please call the **insurer's** assistance services on +44 (0)20 7753 1991.

Cover is not available for trips taken within a **beneficiary's country of residence**.

## Extensions of the period of the trip

If during the **period of the trip**, **beneficiaries** are delayed through no fault of their own, and their **trip** is not completed before the expiry of the **period of the trip**, then the insurance will be extended without additional premium for as long as is reasonably necessary for the completion of the **trip**.

### General exclusions which apply to the whole policy

The **Travel Insurance Policy** excludes any claim arising from:

1. any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. This exclusion does not apply where cover is provided under part a) (vi) of Section 4 – Cancellation and curtailment/loss of holiday.
2. **terrorism/a terrorist act**. This exclusion does not apply to Section 9 – Personal accident or to Section 8 – Medical and emergency expenses except where nuclear, chemical or biological weapons/agents are used. In addition, this exclusion does not apply where cover is provided under part a) (vi) of Section 4 – Cancellation and curtailment/loss of holiday.
3. whether directly or indirectly caused by:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
4. **beneficiary's** wilful, self-inflicted injury or illness, suicide or attempted suicide, solvent abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner** but not for the treatment of drug addiction) or self-exposure to needless peril (except in an attempt to save human life).
5. any form of alcohol abuse including alcohol withdrawal or **beneficiaries** drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of their faculties and/or judgement resulting in a claim. The **insurer** does not expect **beneficiaries** to avoid alcohol on their **trip** but they will not cover any claim arising because they have drunk so much alcohol that their judgement is seriously affected and they need to make a claim as a result.
6. bankruptcy/liquidation of any tour operator, travel agent or transportation company (unless covered under Section 24 – Travel, accommodation and other end supplier failure cover).
7. claims and losses that are not directly associated with the incident that caused the claim. For example, loss of earnings due to being unable to return to work following injury or illness happening whilst on a **trip** or the cost of replacing locks in the event that keys are lost.
8. unlawful acts.
9. this exclusion applies to all sections of the policy except Part A – Sections 8, 9, 10 and 12;

The **Travel Insurance Policy** does not cover claims directly or indirectly resulting from:

- a) equipment\* (whether **beneficiaries** own it or not) failing, or being unable to recognise correctly data representing any date in such a way that it does not work properly or at all;
  - b) the fear of equipment (whether **beneficiaries** own it or not) failing, or being unable to recognise correctly data representing any date in such a way that it does not work properly or at all;
  - c) computer viruses.
10. **beneficiary's** failure to obtain any recommended vaccines, inoculations or medications prior to their trip.
  11. claims where there is another insurance policy covering the same risk
  12. costs recoverable elsewhere.
  13. claims arising from the unauthorised use of a swimming pool outside the specified times of opening.
  14. **beneficiaries** climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or climbing or moving from any external part of any building to another (apart from stairs) regardless of the height, unless their life is in danger or they are attempting to save human life.
  15. any claim where **beneficiaries** are not wearing a helmet whilst on a motorcycle, motor scooter or moped.
  16. any claim where **beneficiaries** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
  17. **beneficiary's** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or equivalent government authority has advised the public not to travel. This exclusion does not apply where cover is provided under part a) (vi) of Section 4 – Cancellation and curtailment/loss of holiday.

\* Equipment includes computers and anything else, which has a microchip in it. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer. Microchips include integrated circuits and microcontrollers. Computer viruses include any program or software that prevents any operating system, computer program or software working properly or not at all.

#### **General conditions which apply to the whole policy**

1. **Beneficiaries** must tell the **insurer** about any claim as soon as reasonably possible. Any increase in costs caused by their delay in telling the **insurer** will not be covered by this **Travel Insurance Policy**. **Beneficiaries** must also inform the **insurer** if they are aware of any court order to do or stop doing something, order to attend court or impending prosecution. Every communication relating to a claim must be sent to the **insurer** without delay.

2. **Beneficiaries**, or any person acting for them, must not negotiate, admit or repudiate any claim without the **insurer's** written consent.
3. The expense of supplying all certificates, information and evidence which the **insurer** may require will be borne by the **beneficiary** or their legal representative. When a claim for **bodily injury** or illness occurs, the **insurer** may request and will pay for, any **beneficiary** to be medically examined on behalf of the **insurer**. They may also request, and will pay for, a post mortem examination if a **beneficiary** dies.
4. If at the time of any incident which results in any other insurance covering the same costs, loss, damage or liability or any part of such, the **insurer** will pay its share in proportion to the sum insured of the claim, except under Sections 9 and 10 where the **insurer** will pay the full claim subject to the policy limits.
5. The **insurer** is entitled to take over and conduct in a **beneficiary's** name the defence or settlement of any legal action. The **insurer** may also take proceedings at its own expense and for its own benefit, but in the **beneficiary's** name, to recover any payment they have made under the **Travel Insurance Policy** to anyone else.
6. In respect of Sections 1, 5, 6 and 7, invoices/receipts must be provided in the event of a claim for additional accommodation, travel expenses, meals and refreshments.
7. If any claim is found to be fraudulent in any way, this **Travel Insurance Policy** will not apply and all claims will be forfeited. It is a criminal offence to make fraudulent claims.
8. **Beneficiaries** must take all reasonable steps to prevent any loss, damage or accident. If **beneficiaries** do not the **insurer** may not pay the claim.

### **Data Protection Notice**

The insurer cares about **beneficiaries** personal data.

This summary and the insurer's full privacy notice explain how the **insurer** protects **beneficiaries** privacy and uses personal data.

The **insurers** full Privacy Notice is available at [www.allianz-assistance.co.uk/privacy-notice/](http://www.allianz-assistance.co.uk/privacy-notice/). If a printed version is required, please write to the **insurer** at Legal and Compliance Department, Allianz Global Assistance, 102 George Street, Croydon, Surrey CR9 6HD.

### **How the insurer will obtain and use a beneficiary's personal data**

The **insurer** will collect a **beneficiary's** personal data from a variety of sources including:

- Data that a **beneficiary** provides to the **insurer**;
- Data that may be provided about a **beneficiary** from certain third parties, such as, doctors in the event of a medical emergency or airline companies in the event of repatriation

The **insurer** will collect and process a **beneficiary's** personal data in order to comply with their contractual obligations and/or for the purposes of their legitimate interests including:

- Entering into or administering contracts with a **beneficiary**;
- Informing you of products and services which may be of interest to a **beneficiary**.

### Who will have access to a beneficiary's personal data?

The **insurer** may share a **beneficiary's** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on the **insurers** behalf;
- Organisations who the **insurer** deals with which provide part of the service to a **beneficiary** such as in the event of a medical emergency;
- To meet the **insurers** legal obligations including providing information to the relevant ombudsman if a **beneficiary** makes a complaint about the product or service that **insurer** has provided to a **beneficiary**.

The **insurer** will not share information about a **beneficiary** with third parties for marketing purposes unless a **beneficiary** has specifically given the **insurer** consent to do so.

### How long does the insurer keep a beneficiary's personal data?

The **insurer** will retain a **beneficiary's** personal data for a maximum of seven years from the date the insurance relationship between a **beneficiary** and **insurer** ends. If the insurer is able to do so, they will delete or anonymise certain areas of a **beneficiary's** personal data as soon as that information is no longer required for the purposes for which it was obtained.

### Where will a beneficiary's personal data be processed?

A **beneficiary's** personal data may be processed both inside and outside the European Economic Area (EEA).

Whenever the **insurer** transfers a **beneficiary's** personal data outside the EEA to other Allianz Group companies, the **insurer** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, the **insurer** will take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

### What are a beneficiary's rights in respect of their personal data?

A **beneficiary** has certain rights in respect of their personal data. A **beneficiary** can:

- Request access to it and learn more about how it is processed and shared;
- Request that the **insurer** restricts any processing concerning a **beneficiary**, or withdraw a **beneficiary's** consent where a **beneficiary** previously provided this;

- Request that the **insurer** stop processing it, including for direct marketing purposes;
- Request that the **insurer** update it or delete it from their records;
- Request that the **insurer** provide it to the **beneficiary** or a new **insurer**;
- To file a complaint.

### **Automated decision making, including profiling**

The **insurer** carries out automated decision making and/or profiling when necessary.

### **How can a beneficiary contact the insurer?**

If a **beneficiary** would like a copy of the information that the **insurer** holds about them or if they have any queries about how the **insurer** uses their personal data, they can contact the **insurer** as follows:

By post:

Data Protection Officer  
AWP Assistance UK Ltd  
102 George Street  
Croydon  
Surrey CR9 6HD

By telephone: +44 (0)20 8603 9853

By email: [AzPUKDP@allianz.com](mailto:AzPUKDP@allianz.com)

In relation to Section A24 of this Travel Insurance, please note that the **beneficiary's** data is processed by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR United Kingdom.

To find out exactly how your data is handled and processed by International Passenger Protection Limited, please access [www.ipplondon.co.uk/privacy.asp](http://www.ipplondon.co.uk/privacy.asp)

### **Complaints procedure**

The **insurers** aim to provide a first class policy and service. However, if the **beneficiaries** feel this is not the case, they should contact the insurers so that they can do their best to solve the problem. The **beneficiaries** legal rights will not be affected if they make a complaint.

### **For sections AI-A23 – AWP P&C SA**

In the first instance, please:

Write to:

The Customer Service Manager  
Coutts Travel Insurance  
Allianz Global Assistance  
102 George Street  
Croydon  
CR9 6HD

Tel: +44 (0)20 7753 1991

Email: [coutts.complaints@allianz-assistance.co.uk](mailto:coutts.complaints@allianz-assistance.co.uk)

Please supply the **beneficiaries** name, address, policy number and claim number where applicable and enclose copies of relevant correspondence as this will help the **insurer** to deal with your complaint, in the shortest possible time.

**For section A24 – Certain Underwriters at Lloyd's**

In the first instance, please contact:

The Claims Manager,  
IPP Claims Office,  
IPP House,  
22-26 Station Road,  
West Wickham,  
Kent BR4 0PR United Kingdom

Having followed the above procedure, if the **beneficiaries** are still not satisfied with the response they may write to:

Policyholder and Market Assistance,  
Lloyd's,  
One Lime Street,  
London EC3N 7HA

If the **beneficiaries** are not satisfied with the insurers' final response the **beneficiaries** can refer the matter to the UK Financial Ombudsman Service for independent arbitration.

**Financial Services Compensation Scheme (FSCS)**

AWP P&C SA (for sections A1-A23) and certain Underwriters at Lloyd's (for section A24) are covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by calling 0800 678 1100 or +44 (0)20 7741 4100.

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It is recommended that you read the policy carefully and carry the Coutts Travel Protection Insurance Guide with you when travelling.

The cover provided by this policy begins as soon as you receive your Coutts Travel Protection Insurance Guide.

Cover continues automatically as long as:

- (i) you remain a Coutts Current Account holder and have Coutts Travel Protection and
- (ii) the insurance continues to be placed with White Horse Insurance Ireland dac. by Coutts.

From time to time it may be necessary to alter your policy. When this situation arises you will be notified accordingly. Any such alteration will only apply to rentals booked by you from the time of receipt of that advice or some other future specified date.

Please note that upon surrender, cancellation or termination of your Coutts Travel Protection, the benefits under this policy will no longer be available to you.

The insurance is underwritten by White Horse Insurance Ireland dac. Registered Number 306045. Head office address Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac. authorised and regulated by the Central Bank of Ireland.

This **Loss Damage Waiver Insurance Policy** is held by us Coutts a company incorporated in England and Wales (Company number 00036695) and having its registered office at 440 Strand, London WC2R 0QS.

This Guide is not a contract of insurance but summarises the **Loss Damage Waiver Insurance Policy** which is held by us for the benefit of (and in trust for) **protected clients, their partners and their dependent children (beneficiaries)**.

It is important to note that you do not have an insurance policy directly with the **insurer**. We are the only policyholder and only we have direct rights under the **Loss Damage Waiver Insurance Policy** against the **insurer**. Whilst this Guide summarises the benefits available to you under the **Loss Damage Waiver Insurance Policy** held by us, it does not give **protected clients** or other **beneficiaries** direct rights under the **Loss Damage Waiver Insurance Policy**.

Under the Financial Conduct Authority's Insurance Conduct of Business rules **protected clients** and other **beneficiaries** will not be customers of the **insurer** or us.

The benefits of the **Loss Damage Waiver Insurance Policy** are made available to you as soon as you received your **Coutts Travel Protection Insurance Guide**. This continues automatically as long as you remain a **Coutts Travel Protection** holder and the insurance continues to be placed with the **insurer**.

The terms and conditions that appear in this Guide reflect the contract between us and the **insurer**. In order for you to receive any benefits, you are required to comply with these terms and conditions. Failure to comply with these terms and conditions may result in any claims made by you not being paid.

References in the remainder of this Guide to you and your mean the **protected client** and the **beneficiaries**.

### **Definitions**

The following words and phrases have special meaning throughout this policy:

**Beneficiary/beneficiaries** means **protected client**, their **partners** and **protected clients' dependent children**.

**Bodily injury** means bodily injury, sickness or disease including death resulting from any of these.

**Company/Insurers** means the insurance company who is providing this insurance.

**Dependent children** means all unmarried children (including legally adopted, foster and stepchildren) of the **protected client** who at the time of the incident are under 21 years of age and living at home or up to 23 years of age if in full time education. This also includes 'gap years' where children aged up to 23 have applied for a university or college placement. It does not apply to children ages between 21 and 23 who have left education and cannot provide evidence that they have applied for a university or college placement.

**Liability insurance supplement** means the insurance provided by this policy.

**Loss/Losses** means amounts paid in settlement of a claim or a judgement for which you are legally liable. The amounts are subject to deductions for subrogation, salvages and any recoveries available. Loss does not include costs of defence, interest or judgement, or other expenses paid in defence or investigation of the claim.

**Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads
2. vehicles maintained for use solely on or next to premises you own or rent
3. vehicles that travel on crawler treads
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted

- a) powercranes, shovels, loaders, diggers or drills, or
  - b) road construction or resurfacing equipment such as graders, scrapers or rollers.
5. vehicles not described in paragraph 1, 2, 3 or 4 above that are self-propelled vehicles with the following types of permanently attached equipment:
- a) equipment designed primarily for:
    - (i) snow removal
    - (ii) road maintenance, but not construction or resurfacing, or
    - (iii) street cleaning
  - b) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers
  - c) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

**Partner** means a person in a relationship with the **protected client** that has been continuous for at least six months, and where financial interdependence can be shown.

**Policy period** means the period for which you have Coutts Travel Protection.

**Property damage** means specific damage to any **vehicle** that you rent that occurs during the period of insurance, including the loss of use thereof at any time resulting from such loss or damage.

**Protected client** means a Coutts client who has purchased Coutts Travel Protection.

**Rental agreement** means a contract on a daily or weekly basis from a licenced rental agency or company.

**Rental period** means the period during which the **vehicle** is rented. The first day of the **rental period** must occur during the period of insurance for this policy to apply.

**Rental vehicle** means any automobile rented under a contract on a daily or weekly basis from such a rental company or agency which must be fully licenced with the regulatory authority of that country, state or local authority.

**Trip** shall mean any **rental vehicle** which is collected within or outside the **protected client's** country of domicile.

**Vehicle** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or equipment attached there to) that you rent for the period described in the **rental agreement**, but does not include **mobile equipment**.

#### **Policy cover**

##### **Loss Damage Waiver**

In consideration of payment by you of the cost of the rental the underwriters (hereinafter referred to as the **insurers**) shall indemnify you, as named on the **rental agreement**, during a **trip** period of hire for specific damage incurred up to

£55,000 (or equivalent in local currency) the motor **vehicle** or the value of claim, whichever the lesser, for **losses** incurred as a result of damage, fire, vandalism, theft or loss of use of the **rental vehicle** issued for business or pleasure when such **vehicle** is rented and operated from a licenced rental agency and **you** have declined the rental company's Loss Damage Waiver (LDW) or any similar provision, or where such coverage does not extend to the terms and conditions contained herein. This insurance is only available for **trips** up to 31 days; cover is not available to anyone under the age of 21 years or over 84 years.

#### Geographical limit

Worldwide

#### Conditions applicable to Loss Damage Waiver

1. It is a condition of this insurance that **you** comply with all the terms and conditions of this policy.
2. All Certificates, information and evidence required in support of **your** claim shall be furnished at **your** expense.
3. Except with the written consent of the **insurers**, no person is entitled to admit liability on their behalf or to give any representations or other undertakings binding upon them. The **insurers** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **your** name.
4. The **insurers** may at their own expense take proceedings in **your** name to recover compensation from any third party in respect of any indemnity provided under this policy and any amounts so recovered shall belong to the **insurers** and **you** shall render all reasonable assistance to the **insurers**.
5. All claims hereunder shall be governed by the laws of England and Wales whose courts alone shall have jurisdiction in any dispute arising under this policy.
6. All **insured** drivers must hold a valid UK or internationally recognised driving licence.
7. Communication of and in connection with this policy shall be in the English language.
8. Cover under this section is provided for the rental of one **vehicle** (as defined above) at any one time which may be driven and operated by those as detailed on the **vehicle rental agreement**, the lead name of which must be a **beneficiary**, during the **trip** duration.
9. Cover will take effect from the time **you** take legal control of the **rental vehicle** and will cease at the time the rental company assumes control of the **rental vehicle** whether at its business location or elsewhere. **Losses** are limited to costs which would have been waived had the **insured person** paid the LDW or similar.

#### Exclusions

The **insurers** shall not be liable for claims directly or indirectly occasioned by, happening through or in consequence of:

1. Alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by, a registered medical practitioner, but not for the treatment of drug addiction).
2. **Loss** or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
3. Where there is dual insurance, please advise us, as we will only pay our proportion of the **loss**.
4. **Losses** occurring from driving **vehicles** on safaris or adventure trails.
5. Any fraudulent, dishonest or criminal act committed by you or another person(s) with whom you are in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
6. Operation of the **vehicle** in violation of the terms of the **rental agreement**.
7. Expenses assumed, waived or paid by the rental agency or its **insurers**.
8. Automobiles or other **vehicles** which are not **rental vehicles**.
9. Wear and tear, gradual deterioration, or mechanical breakdown.
10. **Losses** arising out of illegal activities.
11. Driving by persons who are not named on the **rental agreement**.
12. The rental of any **vehicle** which at its first date of registration is more than 20 years old. Rental of a **vehicle** with a Retail Purchase Price in excess of £55,000.
13. The rental of certain **vehicles** namely: motorhomes, camper vans, trailers, caravans, trucks, factory altered **vehicles**, commercial **vehicles**, vans or **vehicles** with more than nine seats.
14. Expenses reimbursed by your employer's **insurers**.
15. **Losses** occurring from driving whilst not on a public highway.

#### **Enhancements**

##### **a) Restitution of holiday**

This policy will provide a benefit of £20 (or equivalent in local currency) per day if the car rental is cancelled or cut short on the advice of a physician and in consultation with White Horse Administration Services Ltd. You must be confined to a bed in a hospital, in a hotel or in private accommodation during such time that the car rental was booked and paid for. You must present both the **rental agreement** document and a medical certificate as to the time you have been confined to bed. The car rental must be confirmed for at least a minimum of seven days; proof of the booking and duration of rental may be requested by White Horse Administration Services Ltd. Total limit of indemnity £240 (or equivalent in local currency).

##### **b) Drop-off charges**

In the event of you not being named on the application form to return the rental car to the originating car rental station following an accident/illness for which

hospitalisation takes place, the policy will indemnify you up to but not exceeding £240 (or equivalent in local currency) to pay for drop-off charges incurred through the car rental station. White Horse Administration Services Ltd must be informed immediately of this situation. All negotiations to be left to White Horse Administration Services Ltd and the vehicle rental station. One way rentals excluded.

**c) Lock-out**

In the event that you unintentionally lock yourself out of a **rental vehicle**, the costs incurred up to a maximum of £40 (or equivalent in local currency) to open the car (without causing any further damage to the said rental car) will be reimbursed. The rental company must approve the locksmith and White Horse Administration Services Ltd is to approve this course of action prior to a locksmith being called out. All receipts are to be retained and presented by you to White Horse Administration Services Ltd for the reimbursement to be approved. Failure to follow these steps may void this policy.

**Notice of loss and Customer Service**

Please contact:

White Horse Administration Services Ltd

Claims +44 (0)1733 224879 Monday – Friday 9am-5pm

Customer Service +44 (0)20 3503 0822 Monday – Friday 9am-5pm

Email: [queries@white-horse.ie](mailto:queries@white-horse.ie)

Address: P.O. Box 5633, Walsall WS6 9BB, United Kingdom

Although you do not have your own insurance policy directly with the **insurer**, and the benefits set out in this Guide are made available under the **Loss Damage Waiver Insurance Policy** held by Coutts for the benefit of (and in trust for) the **beneficiaries**, the **insurer** has authorised you, as our agent, to notify the **insurer** and make a claim under the **Loss Damage Waiver Insurance Policy** on our behalf. **Your** appointment as our agent is subject to the appointment:

- a) not altering the basis upon which the **Loss Damage Waiver Insurance Policy** is held in trust by us for the **beneficiaries**;
- b) being limited to the sole purpose of making a claim under the **Loss Damage Waiver Insurance Policy** directly from the **insurer**;
- c) providing no rights whatsoever to commence legal proceedings as our agent;
- d) not permitting any acts or omission undertaken by you (or any other **beneficiary**) to affect any claims or any other rights of Coutts (or any other **beneficiary**) under the **Loss Damage Waiver Insurance Policy**.

**Cost, charges and expenses**

- a) When coverage is available to you under any **underlying protection**, the **company**, although without obligation to do so, shall have the right and opportunity to associate in the defence and control of any claim or suit reasonably likely to involve the **company** under this policy.

- b) All expenses resulting from the investigation and defence of claims, to which this policy applies, including court costs, appeal bonds, pre-judgement interest, and post-judgement interest, shall not be included in the limits of liability of this policy.

### **Exclusions**

In addition to those exclusions contained in the **rental agreement**, this insurance does not apply to:

1. Liability imposed upon **you** under any uninsured motorist, underinsured motorist, or automobile no-fault or first party personal injury law, or any other law similar to any of the foregoing. By accepting this policy, **you** agree it is acting on its own behalf and on behalf of all other persons who may at any time become **insured** under this policy and you reject, to the extent permitted by law, the inclusion of any coverage which might otherwise be required under any such laws. However, this exclusion does not apply to the first £70,000 (or equivalent in local currency) of damages **you** are entitled to collect under the terms of any uninsured or underinsured motorist or hit and run coverage which applies to the accident.
2. **Bodily injury** to or **property damage** to **you**; nor, to the extent permitted by law in the state where the **rental agreement** is signed, to **bodily injury** or **property damage** to any person who is related to you by blood, marriage or adoption and residing in the same household.
3. Punitive or exemplary damages.
4. Any obligation for which **you** or any carrier as his/her **insurer** may be held liable under any Worker's Compensation, occupational disease, unemployment compensation or disability benefits law or under any similar law. However, this exclusion does not apply to liability of others assumed by the **insured** under contract.
5. **Bodily injury** or **property damage** arising out of or in connection with the discharge, dispersal, release or escape or seepage of oil, petroleum substances or derivatives (including any oil, refuse or oil mixed with wastes), smokes, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, bog, marsh, swamp or wetland and including but not limited to hazardous substances in the ground water, the subsoil or anything contained therein. This exclusion shall also apply to the clean-up costs incurred and any **bodily injury** or **property damage** arising from or in connection with anything contained in the preceding sentence. However, this exclusion does not apply if:
  - a) the pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of the covered **vehicle** and
  - b) the discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage to the **vehicle**.

6. a) In respect of occurrences taking place in the United States of America, or Canada, **your** liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- b) In respect of occurrences taking place outside of the United States of America and Canada, the **company** shall not indemnify **you** against liability arising directly or indirectly in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power, confiscation or requisition by any competent authority or nationalisation.
7. Except in so far as coverage is available to you or under the **underlying protection**, to:
  - a) **your** liability or the liability of anyone employed by **you** with respect to **bodily injury** to or death of another employee of the same employer injured in the course of such employment
  - b) liability arising out of:
    - (i) the ownership, maintenance, operation, use, loading or unloading of any **vehicle** while being used in any pre-arranged or organised racing, speed or demolition contest or activity or
    - (ii) the operation or use of any snowmobile or trailer designed for use therewith.
8. **Bodily injury** or **property damage** arising out of the transportation, storage, handling, distribution, sale or disposal of asbestos or goods or products containing asbestos.
9. **Bodily injury** or **property damage** arising out of the manufacturing, handling, distribution, sale, application, consumption or use of any products known as polychlorinated biphenyl or which contains polychlorinated biphenyl derivative or which is generally known in the chemical trade as having a like formulation structure or function by whatever name manufactured, sold or distributed.
10. **Bodily injury** or **property damage**.

In respect of the United States of America and Canada:

- a) With respect to which **you** are also **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, American Nuclear Insurer, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability or
- b) Resulting from the hazardous properties of nuclear material and with respect to which:
  - (i) any person or organisation is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or

- (ii) you are or, had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organisation
- c) Resulting from the hazardous properties of nuclear material if:
  - (i) the nuclear material is at any nuclear facility owned by or on behalf of you or has been discharged or disbursed therefrom or
  - (ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of or on behalf of you or
  - (iii) the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 10.c) applies only to **property damage** to such nuclear facility and any property threat.

As used in this exclusion:

**Property damage** includes all forms of radioactive contamination of property.

**Hazardous properties** include radioactive, toxic or explosive properties.

**Nuclear material** means source material, special nuclear material or by-product material.

**Source material, special material and by-product material** have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**Spent fuel** means any fuel element or fuel component, solid or liquid that has been used or exposed to radiation in a nuclear reactor.

**Waste** means any waste material (i) containing by-product and (ii) material resulting from the operation by any person or organisation of any nuclear facility included within the definition of nuclear facility under paragraph a) or b) below.

**Nuclear facility** means:

- a) any **nuclear reactor**
- b) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium (b) processing or utilising spent fuel or (c) handling, processing or packaging waste
- c) any equipment or device used for the processing, fabricating or alloying of special material if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235

- d) any structure, basing, excavating premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation.

**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

In respect of claims outside the United States of America and Canada: the **company** shall not indemnify **you** against any liability directly or indirectly caused by or contributed to or arising from:

- (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for **bodily injury or property damage** not covered under this policy.
  12. We do not provide cover for **you** if **you** have made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.
  13. We do not provide coverage for **you** if **you** intentionally causes **bodily injury or property damage**.
  14. Cover under this section is provided for the rental of one **vehicle** (as defined above) at any one time which may be driven and operated by any of the eligible **insured persons** as detailed on the **vehicle rental agreement**, the lead name of which must be a **beneficiary**. Cover will take effect from the time **you** take legal control of the **rental vehicle** and will cease at the time the rental company assumes control of the **rental vehicle** whether at its business location or elsewhere.

#### Policy territory

This insurance shall apply to losses that occur during the **trip rental period** on a worldwide basis.

#### Conditions

1. **Acceptance by you:** By accepting insurance in the **rental agreement**, if **you** sign the **rental agreement** **you** agree that **you** are acting on **your** own behalf and on behalf of all other persons who may at anytime become **insured** under the **rental agreement**.
2. No action shall lie against the **company** unless as a condition precedent thereto, **you** shall have fully complied with all the terms of this policy, nor until the amount of **your** obligation to pay shall have been finally determined either by judgement against **you** after actual trial or by written agreement between **you**, the claimant and the **company**.

3. Any person, organisation or their legal representative is entitled to recover under this policy after they have secured a judgement or written agreement against **you**. Recovery is limited to the extent of the insurance afforded by this policy. No person or organisation has any right under this policy to include the **company** in any direct action against **you** to determine **your** liability nor will the **company** be brought into such an action by **you** or **your** representative. If **you** or **your** estate becomes bankrupt or insolvent, it does not change any of the **company's** obligations under this policy.
4. **Appeals:** In the event **you** elect not to appeal a judgement in excess of the **underlying protection**, the **company** may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto but in no event shall the liability of the **company** exceed the amount set forth in the insuring agreement for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.
5. **Your assignment:** Assignment of interest under this policy shall not bind the **company** until its consent is endorsed hereon.
6. **Assistance and co-operation of the insured:** **you** shall co-operate with the **company** in the investigation, settlement, or defence of any claim or suit.
7. **Bankruptcy or insolvency:** **Your** insolvency or financial impairment does not increase the amounts the **company** would otherwise have had to pay nor does this policy become excess of any reduced recoveries available because of the insolvency or financial impairment.
8. **Changes:** Notice to or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy nor stop the **company** from asserting any rights under the terms of this policy, nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy, signed by an authorised representative of the **company**.
9. **Declarations:** By acceptance of this policy, **you** agree that the statements made on the **rental agreement** are **your** agreement and representation and that this coverage is issued in reliance upon the truth of such representations.
10. **Notice of loss:** When an event causing injury or damage takes place which is reasonably likely to give rise to a claim under this policy, written notice shall be given as soon as practicable by or on behalf of **you** to the **company** or any of its authorised agents in addition to any obligation **you** may have under the **underlying protection** or any other insurance. Such notice shall contain particulars sufficient to identify **you** and reasonable obtainable information concerning the time, place and circumstances of such event and pertinent details. **You** shall give like notice of any claim or suit on account of such event and shall immediately forward to the **company** every demand, notice, summons or other process received by him/her or his/her representative, together with copies of reports of investigations made by the **insured** with respect to such claim or suit.

11. **Service of suit:** In respect of suits in the United States of America and Canada only: It is agreed that in the event of the failure of the **company** to pay any amount claimed to be hereunder, the **company** and **you** will submit to the jurisdiction of the Supreme Court of the State of New York, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of the State of New York. Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefore, the **company** hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his/her successors in office as its true and lawful attorney upon whom may be served any lawful process in action, suit or proceeding instituted by or on behalf of **you**, or any beneficiary hereunder, arising out of this policy.

In respect of suits outside the USA and Canada:

a) This policy including all Terms, Conditions, Endorsements or Limitations contained herein shall be interpreted in accordance with the law of England and Wales.

b) If any dispute arises in relation to this policy and **you** so wish the parties will try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure. To start a mediation a party must serve on the other party an Alternative Dispute Resolution notice (ADR). No later than 28 days after the service of the ADR notice the parties shall start the mediation or if the **company** served the ADR notice the **insured** shall notify the **company** that **you do** not wish to use mediation. If the dispute cannot be resolved by mediation or **you do** not wish to use mediation the dispute shall be referred to arbitration in London by a tribunal of three arbitrators under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996.

12. **Severability of interest:** The insurance afforded by this policy applies separately to each of **you** and against whom the claim is made or suit is brought, but the inclusion herein of more than one of **you** shall not operate to increase the limits of the **company's** liability beyond those stated in this insurance guide.

13. **Subrogation:** In the event of any payment under this policy, the **company** shall be subrogated to all of **your** rights of recovery relating to such payment against any person or organisation and the **beneficiaries** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** shall do nothing after the **loss** to prejudice such rights.

All recoveries or payments recovered or received subsequent to a settlement under this policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between **you** and the **company**.

**14. Terms of policy conform to statute:** Terms of this policy which are in conflict with the statutes of the State, Province or Territory wherein this policy is issued are hereby amended to conform to such statutes.

### **Complaints procedure**

Our promise to you is that we will always be fair and reasonable whenever you need the protection of this policy and that we will act quickly to provide that protection. If you ever feel that we have not kept our promise, you should contact The Customer Experience Manager, White Horse Insurance Ireland dac. Suite 4, Rineanna House, Free Zone West, Shannon, County Clare, Republic of Ireland.

If the matter is still not resolved to your satisfaction, you may refer the matter to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Tel: 00353 (1) 567 7000  
Email: info@fspo.ie  
Website: www.fspo.ie

As White Horse Insurance Ireland dac. operates from outside the UK you will not have redress with the Financial Ombudsman Service with respect to disputes with the insurer.

A copy of our complaints procedure leaflet is available on request.

### **Emergency assistance and initial claims notification**

Any potential claim should be reported immediately or at least within 31 days to:

White Horse Administration Services Ltd

Tel: Claims +44 (0)1733 224879 Monday – Friday 9am-5pm

Email: queries@white-horse.ie

Address: P. O. Box 5633, Walsall WS6 9BB

Fully completed claim forms and supporting documentation should be sent to White Horse Administration Services Ltd.

### **Compensation**

White Horse Insurance Ireland dac. is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

**Data Protection Act**

The information that **you** supply to us will only be used by us to assess whether we will provide **you** with insurance cover or assessing any future claim **you** may make. Information may be passed to the **insurer** of **your** policy or the specified claims handler or emergency assistance service for the purpose of managing **your** claim.

The information we store will not be passed to any other third parties, and **you** have the right to access it under the terms of the Data Protection Act.



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