

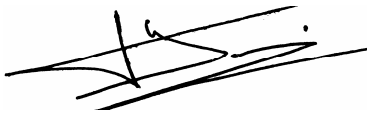
## Groupama Travel Insurance

This policy is evidence of a contract solely between **you** (**your** name appears in the policy schedule) and **us** (Groupama Insurance Company Limited). The Contracts (Rights of Third Parties) Act 1999 will not confer any additional rights under this policy in favour of any third party.

All information supplied to **us** by **you** or on **your** behalf is deemed to be incorporated into and will form the basis of the contract between **us**.

If **you** agree to pay the premium and any taxes due and **we** agree to accept them, then **we** agree to provide cover to **you** in the terms set out in this policy during the **period of insurance** specified in the policy schedule.

On behalf of Groupama Insurance Company Limited



Mr François-Xavier Boisseau  
Chief Executive Officer  
Groupama Insurance Company Limited  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.

Please read this policy and the policy schedule carefully and ensure that they meet **your** requirements. If **you** have any queries please contact **us** or **your** broker or intermediary who will be pleased to help **you**.

Please keep this policy in a safe place, **you** may need to refer to it if **you** make a claim.

## Contents

	Page
How to make a claim	2
Important information	3 - 4
Claims procedure	5 - 6
General definitions	7 - 9
General conditions	10 - 11
General exclusions	12 - 13
Section 1 - Personal accident	14 - 15
Section 2 - Medical emergency travel and additional expenses	16 - 17
Section 3 - Personal property and money	18 – 19
Section 4 - Cancellation, curtailment or rearrangement expenses	20 - 21
Section 5 - Loss of passport	22
Section 6 - Personal liability	23 - 24
Section 7 - Travel delay	25
Section 8 - Legal expenses	26 - 27
Section 9 - Missed departure	28
Our customer-care policy	29 - 30

### How to make a claim

If **you** think **you** have a claim under this **policy**, **you** should:

1. Check that the cause of **your** claim is covered - the policy contains details of what is covered and what is not covered;
2. Read **Important information** on pages 3 - 4;
3. Follow the **Claims procedure** on pages 5 - 6; and
4. Read **Our customer-care policy** on pages 29 – 30.

## Important information

### Cooling off period

**We** hope that **you** will be happy with **your** insurance policy. However, if this policy does not meet **your** needs **you** have 14 days from the date **you** received **your** policy documents to cancel the policy and get a full refund.

**We** will make a charge of 20% of the annual policy premium if **you** have made or reported a claim.

To cancel **your** policy, please contact the insurance broker or intermediary who sold **you your** policy.

### Data protection

**You** should understand that **we** will hold and process **your** and any **insured persons'** sensitive health and other personal data for insurance administration purposes. To do this **we** may pass information to third parties and other insurers. This may involve passing information to other countries including those that have limited or no data protection laws. By effecting or renewing this policy **you** give explicit consent to **us** holding and processing this data about **you** and any **insured person** and **you** confirm that all the data **you** supply is accurate and that **you** have the specific consent of all **insured persons** to disclose their personal data.

### Duty of reasonable care

**Insured persons** must take all reasonable care to protect themselves against **bodily injury** and **illness** and to protect **their** property against loss, theft or damage. If **they** do not do this **we** may not pay **your** claim.

### Excess

An **excess** applies to some sections of this policy. This means **you** will have to pay the first part of some claims. Please read the policy and benefits schedule which detail when and how much **you** will have to pay.

### Hazardous activities

**We** will not provide cover whilst an **insured person** is taking part in certain hazardous activities. The policy defines **hazardous activity**.

### Health

Some of the benefits that are provided in this policy depend on the health of the **insured person, their close relatives, their close business associates** and **their travelling companions**. The policy explains where this arises. **You** should understand that **you** must advise **us** if any of them suffers ill health. If **you** do not do this **we** may not pay **your** claim.

Please read:

1. The definition of '**pre-existing medical condition**' on page 8.
2. General Exclusions on pages 12 - 13.
3. Section 2 - Medical emergency, travel and additional expenses.
4. Section 4 - Cancellation, curtailment or rearrangement expenses.

## Important information - continued

### Medical cover and the European Health Insurance card:

**Insured persons** who are normally resident in the UK are entitled to a UK issued European Health Insurance Card (EHIC).

The EHIC can be used to cover any necessary medical treatment due to either an accident or **illness** within the European Economic Area (EEA).

Although the EHIC may not cover all medical costs incurred, **we** would strongly recommend that **insured persons** obtain the EHIC card and take it with them whenever they are travelling in the EEA.

Further details can be obtained from the EHIC Information Service at [www.ehic.org.uk](http://www.ehic.org.uk) or at the Department of Health or local Post Offices.

### Duration of cover

Any one **trip** must not last longer than 13 consecutive weeks.

The total duration of **trips** in any one policy year must not exceed 26 weeks.

If **we** have agreed in writing or by endorsement to the policy schedule to provide **winter sports** cover such cover is limited to 17 consecutive days in all and to a maximum of 17 days in any **period of insurance** irrespective of the number of **trips**.

### Pre-travel advice

Cega Pre-Travel Advice will provide **you** with pre-travel advice about visa requirements, vaccinations, health warnings, climatic conditions, political situations, national holidays and driving restrictions. **You** can contact them on:

Telephone: 01243 621060

### Policy limits

The benefits schedule and each section of this policy show the limits of how much **you** can claim. Please read these carefully and ensure that these meet **your** requirements.

### Independent travel

**Insured persons** who are named on the policy schedule can travel independently of each other.

## Claims procedure

### Reporting claims

If **you** need to make a claim, or when **you** become aware of an event that may lead to a claim, please contact **us** as soon as reasonably possible to request a claim form. Please have **your** policy number available to enable **us** to locate **your** policy.

### 1. For all claims (other than Medical Emergency and Legal Expenses) we can be contacted on:

Telephone: 0333 633 9008

Email: [paclaims@groupama.co.uk](mailto:paclaims@groupama.co.uk)

**Your** fully completed claim form should be returned to **us** at the following address:

PA and Travel Claims  
Groupama Insurances  
The Nexus Building  
Broadway  
Letchworth Garden City  
Hertfordshire  
SG6 3TE.

### 2. Serious bodily injury or illness whilst on a trip

If an **insured person** suffers **bodily injury** or **illness** which requires attendance to a hospital or clinic, or transport under medical supervision, **you** must immediately contact CEGA Emergency Services on:

Telephone: +44 1243 621060

Fax: +44 1243 773169

***You** must do this before any alternative travel or accommodation arrangements are made, should they be necessary. Any emergency travel or accommodation must be authorised and arranged by CEGA Emergency Services.*

When calling CEGA, please have the following information available:

- A contact telephone number
- Details of the nature of the **bodily injury** or **illness**
- Name and telephone number of the hospital and/or attending doctor
- **Your** policy number – which is specified in the policy schedule

On **your** behalf, CEGA will:

- Liaise with doctors and hospitals.
- Provide medical advice.
- Arrange referral to specialists.
- Arrange hospital admissions.
- Deliver special medicines.
- Authorise insured medical charges.
- Organise emergency repatriation with a medical expert if necessary.
- Provide special equipment.
- Give guidance and help to other members of **your** party.

### 3. Minor bodily injury or illness whilst on a trip

If an **insured person** suffers **bodily injury** or **illness** for which medical attention is received but which does not require the involvement of CEGA Emergency Services, **you** should pay for the treatment and obtain receipts from the hospital or clinic, doctor and/or pharmacy. **You** should also obtain a medical certificate showing the nature of the **bodily injury** or **illness**. Upon **your** return to the UK, please contact **us** (as detailed above) to request a claim form.

### 4. Claims for Legal Expenses

All claims under the Legal Expenses section of the policy are handled on **our** behalf by Amicus Legal Ltd. When **you** become aware of an event that could lead to a claim under this section **you** must notify Amicus Legal Ltd on:

Telephone: 01206 731959

Fax: 01206 366501

Their address is:

The Old Exchange  
64 West Stockwell Street  
Colchester  
CO1 1HE.

### Additional details

1. **You** must, at **your** expense, provide **us** with any reports, certificates, information and evidence that **we** ask for and do so in the manner **we** request.
2. If **we** request an **insured person** to do so, **they** must undergo medical examination(s) at **our** expense. In the event of an **insured person's** death and if a post-mortem of **their** body is carried out **we** may request a copy of the Coroner's report.
3. In the event of any loss of or damage to **personal property**, **we** will be entitled:
  - a) to take and keep possession of property and to deal with salvage in a reasonable manner;
  - b) at **our** option, to repair or replace any **personal property** for which **we** admit liability.
4. **You** must not make any admission, offer, promise or payment without **our** written permission. **We** will be allowed to take over and conduct, in **your** name, the defence or settlement of any claim or to prosecute in **your** name for **our** benefit any claim. **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim and **you** must give all information and assistance that **we** may need.

## General definitions that are used throughout the whole policy

In this policy, the policy schedule and any endorsements certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

### **We, us, our(s)**

Groupama Insurance Company Limited.

### **You, your(s)**

The person named in the policy schedule as the policyholder or if **you** die, **your** legal representative.

### **Insured person, their, them, they**

The person or persons named as **insured person** in the policy schedule.

### **Bodily injury**

Injury caused by accidental means including exposure to the elements that within 52 weeks from the date of the accident solely and independently of any other cause results in death, **loss of limb or limbs, loss of sight, loss of speech, loss of hearing or permanent total disablement.**

### **Close business associate**

An **insured person's** fellow worker whose absence from work at the same time as the **insured person** prevents a business functioning.

### **Close relative**

An **insured person's** spouse, partner or fiancé(e), mother, father, brother, sister, brother and sister-in-law, father and mother-in-law, children (including legally adopted children), grandparent or grandchild.

### **Excess**

The amount **we** will deduct from any amount **we** would otherwise pay **you**.

### **Geographical limits**

The area specified on the policy schedule.

### **Hazardous activity**

- a) bungee-jumping;
- b) flying (including hot-air ballooning, hang gliding, gliding and micro-lighting) other than as a fare-paying passenger in a licensed passenger aircraft
- c) motor sports, rallies or competitions;
- d) motorcycling (including motor tri-cycling and motor quadri-cycling) whether as the rider or as a passenger;
  - i) on a public highway unless **you** or an **insured person** are wearing a crash helmet and the rider has the appropriate licence to do so;
  - ii) not on a public highway;
- e) mountaineering, abseiling or rock climbing requiring the use of ropes and/or guides;
- f) parachuting, parasailing or parascending;
- g) pot-holing;
- h) professional sporting activities of any kind;
- i) racing (other than on foot or while swimming);
- j) **winter sports** unless **we** agree otherwise in writing or by endorsement in the policy schedule;

- k) the use of any bobsleighs, luge or skeletons;
- l) glacier skiing, ski-jumping, ski-flying, ski-bobbing, ski-acrobatics, ski stunting and heli-skiing;
- m) participating in any form of ice hockey;
- n) any form of swimming at a depth of 30 metres or more; and
- o) any form of swimming using breathing apparatus other than a snorkel unless **you** are a qualified diver and accompanied by a fellow diver or **you** are unqualified but accompanied by a qualified diver or a qualified instructor.

### Illness

Any sudden and unexpected deterioration in health which first manifests itself during the **period of insurance** and is not caused by **bodily injury**.

### Medical practitioner

A person other than **you** a member of **your** immediate family or an employee of **yours** who is licensed to practice medicine or surgery in the country where treatment is given.

### Medical specialist

A person other than **you**, an **insured person** or a member of the immediate family of an **insured person**, who is qualified as a consultant in the branch of medicine to which the **bodily injury** or **illness** relates.

### Period of insurance

The period shown in the policy schedule.

Cancellation cover under Section 4 commences immediately a planned **trip** is booked during the **period of insurance** and terminates when the **trip** commences or at the policy expiry date whichever is the earlier.

Curtailment cover under Section 4 and cover under all other sections commences when an **insured person** leaves **their** place of residence or business in the United Kingdom (whichever is the later) to undertake **their trip** and finishes when **they** return to **their** place of residence or business in the United Kingdom (whichever is the earlier) to complete **their trip** or at the policy expiry date whichever is the earlier.

### Personal property

Personal belongings, including clothing worn, and personal luggage owned or borrowed by **you** that **you** take with **you** on **your trip**.

### Pre-existing medical condition

Any medical condition affecting an **insured person** or any **close relative**, **close business associate** or **travelling companion** including:

- a) Any condition for which **they** are on a waiting list for hospital in-patient treatment.
- b) Any condition referred to a medical specialist or the cause of in-patient treatment within 26 weeks prior to a **trip** or booking a **trip**.
- c) Any condition for which a terminal prognosis has been provided by a **medical practitioner**.

### **Terrorism**

An act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

### **Trip**

Any journey during the **period of insurance** within the **geographical limits** shown in the policy schedule not exceeding 13 consecutive weeks for one **trip** or 26 weeks in total within any one **period of insurance**. For a journey within the United Kingdom cover only applies where the journey includes air travel or a pre-booked overnight stay away from the **insured person's** permanent place of residence.

### **Travelling companion**

Any person who accompanies an **insured person** on a **trip**.

### **Valuables**

Cameras and other photographic equipment, audio and video equipment, computers, all discs, CDs, tapes and cassettes, mobile telephones, other electronic or electrical equipment of any kind, spectacles and/or sunglasses, telescopes and binoculars, works of art, jewellery, watches, furs and items made of or containing precious or semi-precious stones or metals.

### **Winter sports**

Snow skiing (including cross country skiing), alpine skiing, land skiing, Nordic skiing, off piste skiing, dry-slope skiing, ice skating, curling, and the use of sledges, snowboards, snowmobiles and toboggans.

## General conditions that apply to the whole policy

### Interpretation

Any word or phrase that has been defined will have that meaning wherever it appears in this policy irrespective of its font, case, size and colour and irrespective of whether it is printed in bold or not. The policy schedule, the benefits schedule and any endorsements are part of this policy and **you** must read them as one document.

### Change in circumstances

**You** must tell **us** as soon as reasonably possible about any change in circumstances that increases any **insured person's** risk of **bodily injury** or **illness**. **You** must also notify **us** at the renewal of the policy if any **insured person** has been declared bankrupt or has been convicted of or charged but not tried for any offence other than driving offences. **We** may change the terms and conditions of this policy from the date of any change in their circumstances.

### Observance

**Our** liability will be conditional on the observance of the terms and conditions of this policy by all **insured persons**.

### Interest

**We** will not pay interest on any amount payable under this policy.

### Assignment

Unless **we** agree to do so **we** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this policy.

### Fraud

**We** will not pay any claim submitted by **you** or any person acting on **your** behalf if it is in any respect dishonest or fraudulent.

### Non-disclosure

This policy will be voidable by **us** if **you** misrepresent, do not properly describe, give us false information or fail to disclose any material fact to **us**.

### Cancellation

**We** may cancel any cover under this policy by giving **you** one week's notice by recorded delivery letter to **you** at **your** last known address. In this event, **we** will calculate the premium for the period up to the date when the cancellation takes effect and **we** will refund the premium paid for the remaining **period of insurance**. However, if **we** cancel the policy because **you** submitted a dishonest or fraudulent claim then **we** will refund nothing.

### Non-payment of premiums

If **you** fail to pay any premium by its due date, **we** will cancel this policy from that date. If **you** pay the premium under any agreement to pay by more than one instalment, the due dates of these instalments will be in accordance with that agreement.

### Arbitration

If any dispute arises between **you** and **us** over the amount payable it will be referred to an arbitrator jointly appointed by **you** and **us** in line with the law at the time. The decision of the arbitrator will be final and binding on both **you** and **us** and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the costs of

arbitration. If the decision is not totally in favour of either **you** or **us**, the arbitrator will decide who will pay the costs.

#### **Jurisdiction**

This contract will be governed by and construed in accordance with English law unless **you** and **we** agree otherwise.

#### **Duty of care**

**You** and the **insured persons** must take all reasonable care to protect against **bodily injury** and **illness** to protect property against loss or damage and to prevent accident or injury and must not travel against the advice of a **medical practitioner**.

## General exclusions that apply to the whole policy

**We** will not pay **you** for any **bodily injury, illness**, loss or destruction of or damage to any property expense incurred or any legal liability directly or indirectly caused by or contributed to or arising from:

- a) an **insured person**
  - i) taking a **trip** that exceeds 13 consecutive weeks;
  - ii) taking **trips** that in total exceed more than 26 weeks in any **period of insurance** irrespective of the number of trips taken;
  - iii) committing or attempting to commit suicide or intentional self-injury;
  - iv) being under the influence or affect of alcohol or drugs other than drugs taken as prescribed by a **medical practitioner**;
  - v) engaging in any **hazardous activity**;
  - vi) engaging in any business, profession or trade unless **we** agree otherwise in writing or by endorsement in the policy schedule; or
  - vii) participating in active service in the Armed Forces of any nation.
  
- b) an **insured person's**
  - i) **pre-existing medical condition** that existed prior to the commencement or renewal of this policy unless **we** agree otherwise in writing or by endorsement in the policy schedule;
  - ii) addiction to drugs;
  - iii) criminal act or acts;
  - iv) mental or nervous disorder of psychiatric or psychological origin emanating from any source including stress, anxiety, bereavement or depression; or from a delay in recovering from any other condition(s) considered to have been caused by these or from side effects of medication prescribed by a **medical practitioner** as treatment for them; or
  - v) muscular or skeletal condition or injury unless caused directly by external, sudden, violent and visible means during the **period of insurance** and not aggravated by any previous muscular or skeletal condition or injury;
  
- c) war or any act thereof, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power. This exclusion will not apply to Sections 1 and 2 provided that the **insured person** suffering **bodily injury** has not participated in or conspired in and is not participating or conspiring in such activities;
  
- d) any act of **terrorism** not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents. This exclusion will not apply to Section 1 or Section 2 provided that the **insured person** suffering **bodily injury** has not participated in or conspired in and is not participating or conspiring in such activities;
  
- e) any act of **terrorism** involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents;
  
- f) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in d) or e) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in d) or e) above.

**You** are responsible for proving why exclusion d) and e), in whole or in part, should not be applied. If any portion of this exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect;

- g) childbirth or pregnancy other than costs or expenses incurred in a medical emergency occurring during the first 36 weeks of pregnancy;
- h) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- i) pollution, contamination, or seeping substances or the remediation, nullifying or cleaning up of polluting or contaminating or seeping substances of any kind;
- j) HIV (Human Immunodeficiency Virus) or any HIV related illness including Aids (Acquired Immune Deficiency Syndrome) or any mutant derivatives or variation of it however caused;
- k) sexually transmitted disease; or
- l) fraud forgery or deception.

**We** will not pay **you** for:

- a) **bodily injury** or **illness** more specifically insured or any claim recoverable under any other insurance;
- b) emergency hospital medical or treatment expenses recovered under any United Kingdom Reciprocal Healthcare Agreement;
- c) any hospital medical and treatment expenses incurred after 52 weeks from the date of suffering **bodily injury** or the diagnosis of **illness**;
- d) hospital medical, surgical and nursing charges incurred within the United Kingdom;
- e) any amount payable by any Tour Operator, Hotel or provider of transport or accommodation;
- f) more than **our** rateable proportion of any claim for loss of or damage to any **personal property** or **money** if **you** have any other insurance policy that covers the same loss or damage; or
- g) any other loss connected to the event **you** are claiming for unless **we** specifically provide cover under this policy.

## Section 1 -Personal accident

### What is covered

If an **insured person** suffers **bodily injury** during a **trip** which within 52 weeks independently of any other cause results in the **insured person's**:

- a) death;
- b) **loss of limb or limbs**;
- c) **loss of sight**;
- d) **loss of speech**;
- e) **loss of hearing**; and/or
- f) **permanent total disablement**.

**we** will pay **you** the benefit specified in the benefit schedule.

### What is not covered

- a) If the **insured person** is under the age of eighteen years at the time **they** suffer **bodily injury** **we** will not pay **you** more than £2,000 in respect of the death benefit.
- b) **We** will not pay **you** more than one of the benefits a) to f) per **insured person** for each occurrence that gives rise to a claim.
- c) **We** will not pay **you** benefit if the **insured person** suffering **bodily injury** travelled against the advice of a **medical practitioner**.
- d) **We** will not pay **you** benefit for any **pre-existing medical condition** that existed prior to a **trip** unless **we** agree otherwise in writing or by endorsement to the policy schedule.

Please read the General exclusions on pages 12 - 13 that also apply.

## Section 1 -Personal accident - *continued*

### **Additional definitions**

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

### **Loss of limb or limbs**

The permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs that in the opinion of a **medical specialist** will not be recovered.

### **Loss of sight**

The permanent and total loss of sight that will be considered as having occurred in both eyes if an **insured person's** name is added to the Register of Blind Persons or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

### **Loss of speech**

The total loss of speech that has lasted for 52 weeks and that in the opinion of a **medical specialist** will not be recovered.

### **Loss of hearing**

The total loss of hearing in one or both ears that has lasted for 52 weeks and that in the opinion of a **medical specialist** will not be recovered.

### **Permanent total disablement**

Disablement caused other than by **loss of limb or limbs**, or **loss of sight** that has lasted for 52 consecutive weeks and will in the opinion of a **medical specialist** prevent the **insured person** from engaging in gainful employment of any kind for the remainder of **their** life.

## Section 2 -Medical emergency travel and additional expenses

### What is covered

If an **insured person** necessarily incurs hospital medical or treatment expenses or emergency travel expenses during a **trip** outside the United Kingdom as a direct result of suffering **bodily injury** or **illness** **we** will pay **you** up to the limit specified in the benefits schedule.

In addition, **we** will pay **you**:

1. Emergency travel and accommodation expenses of one person who on the advice of a **medical practitioner** is required to travel to or remain with the **insured person** suffering **bodily injury** or **illness**.
2. Reasonable charges for the transportation of the **insured person's** body or ashes to **their** country of residence, or funeral expenses outside the United Kingdom following **their** death.
3. Reasonable additional travel and accommodation expenses following hijack of an aircraft in which an **insured person** is travelling as a fare-paying passenger.
4. Hospitalisation benefit of £15 for each complete day an **insured person** is hospitalised following **bodily injury** or **illness** during a **trip**.

### What is not covered

- a) **We** will not pay **you** for any emergency travel expenses involving transportation by air unless authorised and arranged by Cega Emergency Services.
- b) **We** will not pay **you** hospitalisation benefit for the first day the **insured person** is hospitalised.
- c) **We** will not pay **you** hospitalisation benefit for more than 30 days per **insured person**.
- d) **We** will not pay **you** for hospital medical or treatment expenses unless at the time of commencing travel for each **trip**, the **insured person** suffering **bodily injury** or **illness** was healthy and fit to travel and undertake the **trip**.
- e) **We** will not pay **you** for any hospital, medical or treatment expenses if the **insured person** suffering **bodily injury** or **illness** travelled against the advice of a **medical practitioner**.
- f) **We** will not pay **you** for any expenses, charges or benefit incurred as a direct result of any **pre-existing medical condition** that existed prior to a **trip** unless **we** agree otherwise in writing or by endorsement to the policy schedule.
- g) **We** will not pay **you** any expenses, charges or hospitalisation benefit for an **insured person** travelling outside the United Kingdom to obtain medical treatment.

## Section 2 -Medical emergency travel and additional expenses - *continued*

h) **We** will not pay **you** the **excess** specified in the benefits schedule per **insured person** per claim.

Please read the General exclusions on pages 12 - 13 that also apply.

### **Special conditions relating to claims**

If **you** suffer **bodily injury** or **illness** **we** reserve the right to move **you** to an alternative medical facility able to provide suitable care for **your** medical needs or arrange for **your** repatriation to the United Kingdom at any time.

**We** will do this if all medical personnel overseeing **your** treatment agree that **you** can be moved safely or travel safely to the United Kingdom or an alternative medical facility to continue treatment.

## Section 3 -Personal property and money

### What is covered

If the policy schedule specifies that this section is 'Insured', then:

1. If an **insured person** suffers loss, theft of or damage to **their personal property, valuables or money** during a **trip we** will pay **you** up to the limit shown in the benefits schedule.
2. **We** will pay **you** up to £100 per **insured person** for reasonable expenses incurred in purchasing essential replacement clothing or toiletries for an **insured person** if **their personal property** is lost, stolen or temporarily mislaid for more than 12 hours from the time of **their** arrival at **their** destination.

### What is not covered

- a) **We** will not pay **you** more than £500 for any one article, pair or set of articles.
- b) For loss of **money**, **we** will not pay **you** more than the amount permitted by currency regulations in force at the date of commencement of travel.
- c) **We** will not pay **you** for loss or damage arising from delay or confiscation or detention by Customs or other officials.
- d) **We** will not pay **you** for loss or damage to contact or corneal lenses, or damage to fragile articles.
- e) **We** will not pay **you** for loss or damage due to normal wear, tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, vermin, rust or mechanical or electrical breakdown or derangement.
- f) **We** will not pay **you** for the loss of the same item(s) under both 1 and 2.
- g) **We** will not pay **you** for loss or damage arising from any failure to correctly recognise, interpret or process any change of date.
- h) **We** will not pay **you** for loss, theft of or damage to **personal property** whilst in the custody of an airline or other carrier unless the loss or damage is reported in a Property Irregularity Report (PIR) to the airline or other carrier and you obtain a copy of the PIR.
- i) **We** will not pay **you** for loss, theft of or damage to **personal property, valuables or money** from unattended road vehicles unless the vehicle is securely locked and there is evidence of forcible and violent entry and the **personal property, valuables or money** were contained in a;
  - i) locked luggage boot or luggage area of the vehicle, with the luggage area being covered so as not to be visible from the outside; or
  - ii) locked roof box; or
  - iii) concealed luggage compartment, or glove compartment.

## Section 3 -Personal property and money -continued

- j) **We** will not pay **you** for loss or damage arising from theft or suspected theft of **personal property** or **valuables** unless the loss or damage is reported to the Police (or hotel management if stolen from a hotel) within 48 hours of discovery.
- k) **We** will not pay **you** for devaluation of currency or shortages due to errors or omissions during monetary transactions.
- l) **We** will not pay **you** for loss or theft of **money** unless the loss or theft is reported to the Police within 48 hours of discovery of the loss or theft and a report obtained.
- m) **We** will not pay **you** for loss of travellers' cheques unless the loss is reported within 48 hours of discovery to the local branch or agent of the issuing authority.
- n) **We** will not pay **you** the **excess** specified in the benefits schedule per **insured person** per claim.

Please read the General exclusions on pages 13 - 14 that also apply.

### What we will pay

In the event of total loss or destruction of **personal property** that is:

1. Less than two years old at the time of loss or destruction and **you** have the original purchase receipts **we** will base the settlement of **your** claim upon the cost of replacing the **personal property** as new provided that the replacement article is substantially the same but not better than the original article when it was new.
2. More than two years old at the time of loss or destruction or for which no purchase receipts are available **we** will base the settlement of **your** claim upon the cost of replacing the **personal property** as new less an amount for wear, tear and loss of value.

### Additional definition

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

### Money

Current coins and bank notes, postal and money orders, signed travellers and other cheques, letters of credit, travel tickets, phone cards, petrol and other coupons having a monetary value and cheque, cash, charge, bankers or credit cards, prepaid travel/currency cards taken on the **trip** by an **insured person** or acquired by **them** during the **trip**.

## Section 4 -Cancellation, curtailment or rearrangement expenses

### What is covered

1. **We** will pay **you** up to the limit shown in the benefits schedule if an **insured person** incurs expenses for loss of deposit or prepaid charges prior to a **trip** for travel and accommodation as a direct result of the cancellation or rearrangement of any part of **their** original plans for **their trip** due to:
  - i) **their bodily injury** or **illness**.
  - ii) **bodily injury** or **illness** of a **close relative** of **theirs** or **their close business associate** or **their travelling companion**.
  - iii) **their** jury service or **their** attendance under subpoena as a witness at a court of law.
  - iv) **their** redundancy or that of **their** spouse or partner if notified after a **trip** has been booked which qualifies for payment under the Employment Protection (Consolidation) Act 1978 or subsequent amendment.
  - v) **their** compulsory quarantine, or prevention of travel by government restriction following an epidemic.
  - vi) a medical emergency arising during the first 36 weeks of **their** pregnancy.
  - vii) damage to **their** permanent residence by fire, explosion, storm, flood, vandalism, burglary, fallen trees or impact by road vehicles or aircraft that in the opinion of the appropriate authority is serious enough to warrant cancellation or rearrangement of any part of the original plans for the **insured person's** journey.
  - viii) the holiday accommodation or other holiday facility being unavailable due to fire, explosion, storm, flood, vandalism, burglary, fallen trees or impact by road vehicles or aircraft.
  - ix) travel delay that exceeds 24 hours from the date specified in the **insured persons trip** itinerary where we have also considered a claim under Section 7 – Travel delay.

Alternatively:

2. **We** will pay **you** up to the limit shown in the benefits schedule if during a **trip** an **insured person** incurs expenses or loses the unused portion of prepaid transport or accommodation charges as a direct result of the curtailment or rearrangement of any part of **their** original plans for **their trip** due to:
  - i) **their bodily injury** or **illness**.
  - ii) **bodily injury** or **illness** of a **close relative** of **theirs** or **their close business associate** or **their travelling companion**.
  - iii) hijack of an aircraft in which **they** are travelling as a fare-paying passenger.

## Section 4 -Cancellation, curtailment or rearrangement expenses – *continued*

- iv) **their** early return to **their** permanent place of residence due to **the bodily injury** or **illness** of a **close business associate** or **close relative**.
- v) **their** early return to the United Kingdom as a result of damage to **their** permanent residence by fire, explosion, storm, flood, vandalism, fallen trees or impact by road vehicles or aircraft that in the opinion of the appropriate authority is serious enough to warrant **their** return.

### What is not covered

- a) **We** will not pay **you** for cancellation or curtailment arising from:
  - i) the **insured person's** unwillingness to travel or **their** financial circumstances.
  - ii) the **insured person's** failure to notify any Travel Agent, Tour Operator or provider of transport or accommodation immediately it is found necessary to cancel or curtail the travel arrangements.
  - iii) any failure to correctly recognise interpret or process any change of date.
- b) **We** will not pay **you** for any airport taxes and associated administration fees shown in the cost of **your** flights.
- c) **We** will not pay **you** for cancellation unless at the time of booking each **trip** the **insured person** or their **travelling companion** suffering **bodily injury** or **illness** was healthy and fit to travel and undertake the **trip**.
- d) **We** will not pay **you** for curtailment unless at the time of commencing travel for each **trip** the **insured person** suffering **bodily injury** or **illness** was healthy and fit to travel and undertake the **trip** and was not travelling against the advice of a **medical practitioner**.
- e) **We** will not pay **you** for any cancellation or curtailment arising from any **pre-existing medical condition** that existed prior to booking a **trip** unless **we** agree otherwise in writing or by endorsement to the policy schedule.
- f) **We** will not pay **you** for any cancellation, curtailment or rearrangement expenses incurred by an **insured person** travelling outside the United Kingdom to obtain medical treatment.
- g) **We** will not pay **you** for the **excess** specified in the benefits schedule per **insured person** per claim.

Please read the General exclusions on pages 12 - 13 that also apply.

## Section 5 -Loss of passport

### What is covered

1. If an **insured person** loses **their** passport or has **their** passport stolen during a **trip we** will pay **you** up to the limit specified in the benefits schedule for the reasonable and necessary additional costs of travel and accommodation incurred by **them** in obtaining a replacement passport and shall include the cost of the replacement passport.

### What is not covered

- a) **We** will not pay **you** for additional costs of travel and accommodation if the **insured person's** passport is lost or stolen in the United Kingdom.

Please read the General exclusions on pages 12 - 13 that also apply.

## Section 6 -Personal liability

### What is covered

If an **insured person** becomes legally liable to pay compensation for:

1. accidental **bodily injury** or **illness** to any person;
2. accidental loss or damage to material property not owned by **you** or an **insured person**; or
3. obstruction, or trespass or loss of amenities, nuisance, wrongful arrest, detention or false imprisonment;

occurring during a **trip**, **we** will pay **them** for the amount of **their** legal liability up to the limit specified in the benefits schedule.

In addition, **we** will pay the **insured person** for the amount of:

- i) all costs and expenses recoverable by a claimant from **them** under English law; and
- ii) all costs and expenses incurred with **our** written permission in respect of any claim to which this section applies.

### What is not covered

**We** will not pay the **insured person** for **their** liability;

- a) arising from:
  - i) any business profession or trade;
  - ii) ownership or occupation of land or buildings other than **your** temporary holiday accommodation and its contents not owned by **you** or a member of **your** family or **your travelling companions**;
  - iii) ownership possession or use of firearms (other than properly licensed sporting guns);
  - iv) ownership or use of mechanically powered vehicles or vessels, watercraft (including jetskis) or anything attached to them;
  - v) craft intended to travel through air or space;
  - vi) animals except domestic pets other than those listed in the Dangerous Dogs Act 1991;
  - vii) injury to **their** employees;
  - viii) injury to or loss or damage sustained by members of **their** family;
  - ix) loss or damage to property belonging to or in the custody or control of **you** or an **insured person** or held by **you** or **them** in trust;
  - x) any failure to correctly recognise interpret or process any change of date;
  - xi) the transmission of any communicable disease by **them**;
  - xii) **their** criminal act or acts; or
  - xiii) **pollution or contamination**;
  - xiv) **polluting, contaminating** or **seeping substances** or the **remediation**, nullifying or cleaning up of **polluting** or **contaminating** or **seeping substances** of any kind.
- b) which is more specifically insured.
- c) for punitive exemplary or multiple damages.

## Section 6 -Personal liability - *continued*

- d) for loss of or damage to property belonging to **them** or held by **them** in trust or in **their** custody or control.
- e) assumed by **them** by agreement or contract unless **they** would have been liable had the agreement or contract not been in existence.

Please read the General exclusions on pages 12 - 13 that also apply.

### **Additional definitions**

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

### **Polluting or contaminating or seeping substances**

Any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, fumes and alkalis, chemicals, dust, micro-organisms and waste including material to be recycled reconditioned or reclaimed.

### **Remediation**

Remediation as defined in the Environment Act 1995.

### **Pollution or contamination**

- i) All **pollution** or **contamination** of buildings or other structures or of water or land or the atmosphere.
- ii) All injury loss or damage to material property directly or indirectly caused by **pollution** or **contamination** arising from **polluting** or **contaminating** or **seeping substances**.

## Section 7 -Travel delay

### What is covered

If the departure of the ship, aircraft or other conveyance on which an **insured person** has booked to travel during a **trip** is delayed for at least 12 hours from the time specified in **their** itinerary due to:

1. strike;
2. industrial action;
3. adverse weather; or
4. mechanical breakdown;

**we** will pay **you** the limit shown in the benefits schedule.

If the delay exceeds 24 hours from the time specified in **their** itinerary the **insured person** may decide to cancel the entire **trip**. **We** may consider a claim for loss of deposit or pre-paid charges under Section 4 - Cancellation, curtailment or rearrangement expenses.

### What is not covered

- a) **We** will not pay **you** any benefit unless written confirmation of the number of hours of delay and the reason for such delay is obtained from the carriers or **their** handling agents.
- b) **We** will not pay **you** any benefit for delay arising from strike or industrial action that existed at the time the **insured person** booked the **trip**.
- c) **We** will not pay **you** any benefit for delay due to any failure to correctly recognise, interpret or process any change of date.

Please read the General exclusions on pages 12 - 13 that also apply.

## Section 8 -Legal expenses

### What is covered

If an **insured person** incurs costs for legal expenses in pursuit of a claim for damages and/or compensation against a third party who caused **them bodily injury** or **illness** during a **trip we** will pay **them** for the amount of the costs incurred up to the limit specified in the benefits schedule for **any one claim**.

### What is not covered

1. **We** will not pay **you** in respect of claims reported to **us** more than 24 months after the date of the incident which led to the **bodily injury** or **illness**.
2. **We** will not pay **you** for:
  - a) fines or other penalties imposed by a court of criminal jurisdiction.
  - b) legal expenses incurred in connection with any criminal act deliberately or intentionally committed by the **insured person**.
  - c) legal expenses incurred by pursuing any claim against any travel agent, tour operator, insurer or their agents that are eligible for consideration under an Arbitration Scheme or Complaints Procedure.
  - d) legal expenses incurred by the **insured person** in pursuing any claim for compensation (either individually or a member of a group or class action) against the manufacturer distributor or supplier of any drug, medication or medicine.

Please read the General exclusions on pages 12 – 13 that also apply.

### Additional definitions

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

### Appointed representative

A solicitor, firm of solicitors or any appropriately qualified person, firm or company appointed to act for the **insured person**.

### Any one claim

All claims or legal proceedings, including any appeal against judgement arising from the same original cause, event or circumstance.

### Legal expenses

- i) any fees, expenses and other disbursements reasonably incurred by an **appointed representative** in connection with any claim or legal proceedings including costs and expenses of expert witnesses and costs incurred by **us** in connection with any claim or legal proceedings.
- ii) any costs payable by the **insured person** following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings.

## Section 8 -Legal expenses - *continued*

- iii) any fees, expenses and other disbursements reasonably incurred by the **appointed representative** in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator.

### Special conditions

Permission to pay **legal expenses** must first be obtained in writing from Amicus Legal Ltd. Their permission will be given if:

- a) they consider that **your** prospects of achieving success are reasonable and
- b) it is reasonable and proportionate that the **legal expenses** should be incurred.

The decision to give permission will take into account the opinion of the **insured person's appointed representative** as well as the advisors to Amicus Legal Ltd. Amicus Legal Ltd may request at the **insured person's** expense an opinion of counsel on the merits of the claim or legal proceedings. If the claim is subsequently admitted **we** will pay the **insured person** for the costs incurred in obtaining such opinion.

In case of dispute, other than in respect of the admissibility of a claim upon which Amicus Legal Ltd's decision is final, such dispute will be referred to arbitration.

## Section 9 -Missed departure

### What is covered

**We** will pay **you** up to the limit specified in the benefits schedule for the reasonable cost of extra accommodation and travel expenses if during a **trip** an **insured person** arrives at **their** last departure point from the United Kingdom, or last departure point for **their** return trip to the United Kingdom, (according to published time-tables) too late to board the ship, aircraft or other conveyance on which **they** have booked to travel if:

1. **public transport** services fail to deliver **them** there in time due to strike, industrial action, adverse weather conditions, mechanical breakdown, road traffic or rail incident that results in mechanical breakdown; or
2. the private motor vehicle in which **they** are travelling to **their** last departure point suffers a mechanical breakdown; or
3. the private motor vehicle in which **they** are travelling is directly involved in a road traffic accident that results in mechanical breakdown.

### What is not covered

- a) **We** will not pay **you** the costs incurred if the private motor vehicle in which an **insured person** is travelling:
  - i) is over five years old and suffers a mechanical breakdown.
  - ii) suffers a mechanical breakdown and the breakdown is not reported to a recognised Motor Rescue Organisation or motor vehicle repairer and a report obtained.
  - iii) is directly involved in a road traffic accident that results in a personal injury and the personal injury is not reported to the Police and a report obtained.
- b) **We** will not pay **you** the costs incurred:
  - i) due to the **insured person's** failure to allow sufficient time for **public transport** to arrive on schedule and deliver **them** to **their** departure point.
  - ii) when the **trip** undertaken is for a period of two days or less.
  - iii) due to failure to correctly recognise, interpret or process any change of date.
  - iv) due to the failure of scheduled public transport services to deliver the **insured person** on schedule due to strike, industrial action or adverse weather conditions that existed at the time **they** booked the **trip**.
- c) **We** will not pay **you** the **excess** payable specified in the benefits schedule per **insured person** per claim.

Please read the General exclusions on pages 12 - 13 that also apply.

### Additional definition

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

### Public transport

Any scheduled train, coach, taxi, bus, aircraft or sea vessel on or in which **you** travel as a fare paying passenger.

## Our customer-care policy

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

### **For complaints about claims, contact the PA & Travel Claims Centre Manager at:**

PA & Travel Claims Manager  
Groupama Insurances  
The Nexus Building  
Broadway  
Letchworth Garden City  
Hertfordshire  
SG6 3TE.

Phone: 0333 633 9008  
Fax: 0333 633 9009  
E-mail: [paclaims@groupama.co.uk](mailto:paclaims@groupama.co.uk)

### **For complaints about policy administration and documents contact the Personal Lines Director:**

Groupama Insurance Company Limited  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.

Phone : 0870 850 8510  
Fax: 0870 850 2773  
Email: [pa&travel.underwriting@groupama.co.uk](mailto:pa&travel.underwriting@groupama.co.uk)

## **Step 2**

### **If you are not happy with our response to your complaint, please write to our Chief Executive at:**

Groupama Insurances  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.

Phone: 0870 850 8510

## Our customer-care policy - continued

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint; and
- respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more.

### Step 3

#### Financial Ombudsman Service

If you are still not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR.  
Tel: 0845 080 1800

You can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. More information is available from us or the Ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

#### Financial Services Authority

Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)) which includes a register of all the firms they regulate. Or you can phone them on **0845 606 1234**.

#### Financial Services Compensation Scheme

We, Groupama Insurance Company Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 020 7892 7300.

A GROUPAMA  
COMPANY



**Groupama**

Groupama Insurance Company Limited Registered Number 995253  
Registered in England Registered Office: 6th Floor One America Square 17 Crosswall London EC3N 2LB  
[www.groupama.co.uk](http://www.groupama.co.uk)  
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