

# **Columbus Direct Travel Insurance**

# Policy Wording - Terms and Conditions

# **Introductory Notes**

### Please read immediately

Please read the Terms and Conditions contained within this wording carefully together with YOUR Travel Insurance Schedule and take them with YOU on YOUR TRIP.

This Insurance is underwritten by certain Underwriters at Lloyd's (The Insurers).

YOUR International Travel Insurance is a contract between The Insurers and YOU.

The coverage and limits provided by this Insurance are in strict accordance with the terms and conditions and exclusions contained herein and are subject to payment of the correct premium at the date of issue.

All claims administration is carried out by specialist claims service administrators, contact details are set out on page 17 of this document.

Emergency Medical Assistance is available 24 hours a day - telephone numbers and contact details are provided on the page 17 of this document.

If YOU have any general queries regarding YOUR Travel Insurance, please contact: Columbus Direct, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, United Kingdom.

Email: administration@columbusdirect.com

YOUR Duty of Disclosure - OUR decision to insure YOU relies on the accuracy of the information YOU give US. If that information is not accurate, WE can reduce or deny any claim YOU may make or cancel YOUR Insurance. Before WE agree to insure YOU or pay YOUR claim, YOU must answer honestly the questions WE ask about YOU and anyone else on whom a TRIP depends. YOU have the same duty to disclose if YOU request any change to the insurance.



# Contents

### Meaning of Words

General Conditions of this Insurance

Exclusions that apply to all Sections of this Insurance

### **Policy Cover Sections**

Section 1 - Cancellation and Curtailment

Section 2 – Personal Accident

Section 3 – Medical and Other Expenses and:

Section 4 - Hospital Benefit

Section 5 – Personal Baggage

Section 6 - Delayed Baggage

Section 7 - Personal Money/Documents/Passport

Section 8 - Personal Liability

Section 9 – Legal Expenses

Section 10 - Travel Delay and Abandonment

Section 11 – Missed Departure

Section 12 – Hijack

Section 13 - Catastrophe

Section 14 - Collision Damage Waiver Excess

Section 15 – Sports, Action Adventure, Leisure Activities Extension

Section 16 - Winter Sports

Section 17 - Business Cover

### 24-hour Medical Emergency Assistance

How to Make a Claim

**Other Important Matters** 



# Meaning of Words

**BUSINESS EQUIPMENT**: Any business equipment, trade samples, or articles which are the property of the INSURED PERSON and are in the custody of the INSURED PERSON and are taken on or acquired during a business trip undertaken by the INSURED PERSON.

**CLOSE BUSINESS COLLEAGUE** - An associate of YOURS in the same employ and resident in YOUR COUNTRY OF RESIDENCE whose absence from work necessitates the cancellation or CURTAILMENT of the TRIP as certified by a senior director of the company for which YOU work.

**CLOSE RELATIVE** – Any of the following who is under 85 years of age and who is resident in YOUR COUNTRY OF RESIDENCE: YOUR husband or wife (or de facto partner with whom YOU are living permanently at the same address), child, parent, grandparent, brother, sister, parent-in-law, son/daughter in law, grandchild or fiancé(é).

**COMPLICATIONS OF PREGNANCY**: Any of the following conditions that occurred after the TRIP was booked or the insurance was purchased, whichever is the later: Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean section, medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**COUNTRY OF RESIDENCE** - The country where YOU are permanently residing at the date of issue of the Schedule, or where YOU are temporarily residing for a period of more than three months and to where YOU will be repatriated if medically necessary.

**CURTAILMENT** - The necessary and unavoidable abandonment of YOUR TRIP following written medical advice by a qualified medical practitioner to either return to YOUR COUNTRY OF RESIDENCE as shown in the Schedule or to attend an overseas hospital as an IN-PATIENT as authorised by the Medical Emergency Service or as a result of circumstances stated in Sections 1.1, 1.2, or 1.3.

**EXCESS** - The amount that YOU will be responsible for paying as part of the claim (as detailed under each Section). In the event that YOU make a claim under more than one Section of the Insurance the EXCESS will apply to each claim.

**HOME** - YOUR usual place of domicile in YOUR COUNTRY OF RESIDENCE.

**IN-PATIENT** - Person(s) who are admitted to a hospital or clinic and stay for at least 24 hours, for the sole purpose of receiving medical treatment.

**INSURED PERSON, YOU** or **YOUR(S)** - Person(s) who are noted in the Schedule as person(s) insured (each person is considered to be separately insured). All persons must be under 65 years of age at the date of issue of the insurance.

**INTRINSIC VALUE** - The actual cash value of the item at the time of loss or damage including appropriate deductions for wear and tear.

LOSS OF EYE(S) - Total and irrecoverable loss of sight from the eye(s).

**LOSS OF LIMB(S)** - Loss of a hand or foot by permanent physical severance at or above the wrist or ankle including total and permanent loss of use of a hand or foot.

**PERIOD OF INSURANCE (Annual Multi-Trip Only)** - The period of the TRIP which must begin and end during the 12 month period stated in the Schedule. However, the PERIOD OF INSURANCE for Cancellation, under Section 1, starts on the date of booking YOUR TRIP and ends immediately YOUR TRIP commences, provided YOUR TRIP is not booked more than 12 months in advance of its commencement date and Cancellation takes place during the period stated in the Schedule.



**PERIOD OF INSURANCE (Single Trip Only)** - The period of the TRIP commencing on the date stated in the Schedule and ending when YOU arrive HOME or on the last day of the Period of Insurance stated in the Schedule whichever is the earlier. However, the PERIOD OF INSURANCE for Cancellation under Section 1 starts on the date of issue of the Schedule and ends immediately when YOUR TRIP commences.

**PERMANENT TOTAL DISABLEMENT** - Disablement which entirely prevents YOU from engaging in or attending to any occupation whatsoever for at least 12 months after the date of the accident causing the disablement and at the expiry of that period being beyond hope of improvement.

**PERSONAL BAGGAGE** - YOUR suitcases and similar containers, their contents and articles carried or worn by YOU including YOUR VALUABLES (as defined below), but excluding PERSONAL MONEY (as defined below), stamps, documents, contact or corneal lenses, dentures, hearing-aids, fragile articles or business goods and samples.

**PERSONAL MONEY/DOCUMENTS/PASSPORT** - Bank notes and coins, currency, travellers cheques, cheques, postal and money orders, passport, driving licence, travel tickets, petrol coupons and credit vouchers, being carried by YOU or whilst in a locked safe or safety deposit box.

**PRE-EXISTING MEDICAL CONDITION** - any medical or dental condition, illness, injury, defect or disease (other than common colds or flu):

- a) for which advice or treatment (including medication), or investigation has been received or prescribed in the 12 months prior to the issue of the policy (for Single Trip), or in the 12 months prior to booking YOUR TRIP (for Annual Multi-Trip); and/or
- b) which is of a recurring or ongoing nature or any complication directly attributable to it; and/or c) of which YOU are aware, or the symptoms of which YOU are aware, or could reasonably be expected to have been aware at the time of applying for this insurance.

**TRIP (Annual Multi-Trip Only)** - A holiday or journey outside YOUR COUNTRY OF RESIDENCE which starts from YOUR HOME and ends on return to YOUR HOME. Cover is also provided for a holiday or journey within YOUR COUNTRY OF RESIDENCE as long as YOU have two or more nights' pre-booked accommodation.

**TRIP (Single Trip Only)** - A holiday or journey outside YOUR COUNTRY OF RESIDENCE, to countries within the geographical area stated in the Schedule, which starts from YOUR HOME and ends on return to YOUR HOME, during the PERIOD OF INSURANCE stated in the Schedule.

**UNATTENDED** – YOUR PERSONAL BAGGAGE, PERSONAL MONEY, DOCUMENTS or PASSPORT that is outside of YOUR custody, care and control and is beyond the reasonable prospect of YOU being able to prevent unauthorised interference with it.

**VALUABLES** - Photographic, audio, video, computer, telecommunications and electrical equipment, telescopes, binoculars, spectacles, sunglasses, antiques, watches, jewellery, furs and articles made of precious stones and metals.

WE, OUR or US – certain Underwriters at Lloyd's.

**WINTER SPORTS** - means the following activities (other than in a professional capacity) Skiing on and off piste (off piste means skiing away from the piste within the resort boundaries with a qualified guide) other than against local authorities warning or advice, cross country (Nordic) Skiing, Mono Skiing, Ski bobbing, Skidooing, Snow mobiling, blading and snowboarding, curling, tobogganing, outdoor ice skating.

WINTER SPORTS EQUIPMENT - Skis, bindings, ski boots, ski poles, snowboards and specialised clothing.



# General Conditions of this Insurance

The granting of cover and payment of claims under this Insurance is dependent on the following:

- 1. That YOU observe and fulfil all the terms and conditions of this Insurance by completing anything to be done or complied with by YOU or anyone acting on YOUR behalf.
- 2. That YOU immediately notify US in the event of any occurrence likely to give rise to a claim under this Insurance in accordance with the instructions contained herein but in any event within 31 days of the end of YOUR TRIP.
- 3. That YOU provide at YOUR own expense, all certificates, information and evidence required by US or OUR appointed representatives.
- 4. That no person will admit liability or make any offer or promise of payment without OUR prior written consent.
- 5. That YOU acknowledge that WE may at OUR own expense take proceedings in YOUR name to recover compensation from a Third Party in respect of any cover provided by this Insurance and that any amount recovered shall belong to US.
- 6. That in the event of YOUR death, WE shall have the right to have a post mortem carried out at OUR expense.
- 7. That no refund of premium will be allowed after the 14 day refund period following the date of issue of this Insurance. In the event the insurance is issued within 14 days of the date of travel, the inspection period will be restricted to the start date on the policy. If YOU do not notify Columbus Direct by email within this inspection period, YOU will be deemed to have accepted all of the terms, conditions, limitations and exclusions of this insurance. WE will accept no liability arising as a result of YOUR failure to purchase this insurance with sufficient time prior to departure to read and understand the full terms, conditions, limitations and exclusions.
- 8. That YOU will take all reasonable and proper care to safeguard against accident or illness or loss of or damage to YOUR property, as if this Insurance was not in force. Failure to do so will prejudice YOUR position under this Insurance.
- 9. That YOU may not transfer YOUR interest in this Insurance.
- 10. The Law of the Country from which YOU have purchased this Insurance will ONLY apply if it is a legal requirement. If it is not a legal requirement, the Laws of England and Wales will apply.
- 11. That in the event of a fraudulent claim being made by YOU or anyone acting on YOUR behalf all cover under this Insurance shall be forfeited.
- 12. If YOUR COUNTRY OF RESIDENCE is within the European Union YOU should arrange to have an EHIC (European Health Insurance Card) issued and carry this with YOU when YOU travel within the European Union.
- 13. This policy does not cover travel to a country, specific area or event which the British Foreign and Commonwealth Office (www.gov.uk/fco), the World Health Organisation (www.who.int) or equivalent authority of the INSURED PERSON'S COUNTRY OF RESIDENCE has advised against all travel or all but essential travel. Check the Foreign and Commonwealth Office (FCO) travel advice online at www.gov.uk/foreign-travel-advice.

# Exclusions that apply to all Sections of this Insurance

(unless otherwise stated)

WE will not pay for any claim arising directly or indirectly from:

- Any circumstance which could reasonably have been foreseen as likely to give rise to a claim by the INSURED PERSON at the time that the Insurance was effected or the TRIP was booked (whichever is the later).
- 2. TRIPS booked or commenced against medical advice, after receipt of a terminal prognosis, for the purpose of obtaining medical treatment or convalescent care.



- 3. Winter sports other than those covered under Section 16 and where the appropriate additional premium has been paid. In any event there is no cover for any other winter sports activity including (but not limited to) ski-jumping/stunts/ mountaineering/randonee, heli-skiing/ boarding, ice hockey, speed skiing, cresta run or the use of bobsleighs or skeletons.
- 4. Sports or leisure activities where there is a significant risk of bodily injury such as jet-skiing, quad biking, rock climbing, free climbing, mountaineering normally requiring the use of ropes and guides, caving or potholing, rafting/kayaking/canoeing involving white water rapids in excess of grade 5, canyoning, scuba diving (if YOU are diving at a depth of more than 30 metres; or if YOU are not qualified for the dive undertaken or accompanied by a qualified instructor; or diving alone; or diving on or in wrecks; or cave or ice diving), motorsports or competitions, hunting on horseback, point-to-pointing and steeple-chasing, equestrian competitions, yachting or boating outside coastal waters (20km limit) and any other sports or leisure activity involving physical contact or where there is significant risk of bodily injury.
- 5. Competitive races involving the use of vehicles or watercraft.
- Professional sports.
- 7. Aerial activities and Air Travel (unless as a fare paying passenger on a regular scheduled airline or licensed charted aircraft) other than defined under Section 15, losses arising from accidents on two wheeled motorised vehicles unless at the time of the accident the driver is duly qualified, is in possession of a current full driving licence valid in the country where the vehicle is operated and the driver and passenger are wearing a safety crash helmet, or losses arising from accidents on two wheeled motorised vehicles over 125cc.
- 8. Suicide or wilfully self-inflicted injury or illness, mental disorder, anxiety, stress or depression, venereal disease, alcoholism, drunkenness or the use of drugs (other than drugs taken in accordance with the treatment prescribed and directed by a registered medical practitioner but not for the treatment of drug addiction), or any loss arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variation thereof however caused.
- 9. Manual work or hazardous occupation, self-exposure to needless peril (except in an attempt to save human life), or YOU engaging in any criminal or illegal act.
- 10. War (whether declared or not) invasion, act of an enemy foreign to the nationality of the INSURED PERSON or the country in, or over, which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, terrorist activity of any kind, explosions of war weapons, release of weapons of mass destruction that do not involve an explosive sequence, murder or assault subsequently proved in a legally constituted court to have been the act of agents of a state foreign to the nationality of the INSURED PERSON whether war be declared with that state or not or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or local authority except claims arising under
  - i) Sections 4 (Hospital Benefit) and 12 (Hijack)
  - ii) Section 3 (Medical and Other Expenses) up to a maximum of 1% of the sum insured stated in the schedule where YOU are not actively engaged in any of the stated events and/or where YOU have not travelled or do not remain contrary to Foreign & Commonwealth office advice or advice issued by the Foreign Office (or equivalent) of YOUR COUNTRY OF RESIDENCE.
- 11. Loss or damage in respect of any property more specifically insured elsewhere or any claim recoverable under another Insurance.
- 12. Claims increased by YOUR own act or omission.
- 13. Any losses which are not directly covered by the terms and conditions of this policy. Examples of losses WE will not pay for include loss of earnings due to being unable to return to work following injury or illness happening while on a TRIP and replacing locks if YOU lose YOUR keys.



- 14. This Insurance does not cover claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
- 15. The financial failure, insolvency, bankruptcy or default of the travel agent, tour operator or organiser, airline, accommodation provider or carrier.
- 16. Pregnancy or childbirth, other than the cover as set out for COMPLICATIONS OF PREGNANCY. In any case there is no cover for care of newborn.
- 17. Errors or omissions in YOUR booking arrangements, YOUR failure to obtain appropriate visas and/or prevention of access by the government of a country into which YOU wish to enter.
- 18. Any claim which arises directly or indirectly from YOU not being allowed to board a flight, train, sea vessel, coach or bus for any reason.

# **Policy Cover Sections**

#### **SECTION 1**

#### Cancellation and Curtailment

YOU are covered for:

WE will pay up to the amount stated in the Schedule as a result of YOUR necessary and unavoidable cancellation of the TRIP due to:

- 1.1 YOUR serious illness or injury or death.
- 1.2 The serious illness or injury or death of a CLOSE RELATIVE, CLOSE BUSINESS COLLEAGUE, travelling companion or person with whom YOU intend to stay.
- 1.3 YOUR presence being requested by the Police following YOUR HOME or business premises being rendered uninhabitable by fire, flood, storm, burglary or attempted burglary that causes serious damage whilst you are away or in the 7 days prior to YOUR departure.
- 1.4 YOUR receipt of a summons to be a witness or for jury service where the Court has denied postponement.
- 1.5 Official requirements for YOU to attend emergency, unavoidable duty as a member of the armed forces, police, medical or public services resulting in the cancellation of previously agreed leave.
- 1.6 COMPLICATIONS OF PREGNANCY of YOU or a travelling companion.
- 1.7 YOUR redundancy for which a proper redundancy notice has been supplied by YOUR employer in respect of permanent employment, and which qualifies for payment under current legislation of YOUR COUNTRY OF RESIDENCE.
- 1.8 A regulation from the Government of YOUR COUNTY OF RESIDENCE following an epidemic or natural disaster that stops YOU from travelling.

In respect of Cancellation: YOU are covered for the loss of irrecoverable deposits, advance payments, changes or payments under contract for unused travel and accommodation should YOU necessarily cancel YOUR TRIP due to one of the above listed reasons. For Single Trip policies cover begins on the issue date as shown on the Schedule and ends immediately YOUR TRIP commences. For Annual Multi-Trip policies cover begins from the start date of the PERIOD OF INSURANCE and ends immediately YOUR TRIP commences, provided YOUR TRIP is not booked more than 12 months in advance.

NOTE: WE will also consider the reasonable costs of rescheduling YOUR TRIP prior to its commencement as a result of any of the events listed above, which would otherwise cause YOU to cancel, provided those costs are not greater than the cancellation fees or lost deposits which would have been incurred had the TRIP been cancelled.

In respect of CURTAILMENT: YOU are covered for a proportionate refund of YOUR irrecoverable prepaid costs (based on the complete number of days you are at HOME or hospitalised as an IN-PATIENT)



in the event YOU necessarily curtail YOUR TRIP to return to YOUR COUNTRY OF RESIDENCE due to one of the reasons listed at 1.2 to 1.5, above. YOU are also covered for reasonable additional accommodation and transportation costs for YOUR necessary return HOME as a result of events 1.2 to 1.7 listed above. CURTAILMENT will only be covered where authorised by the Medical Emergency Assistance Company who must be notified prior to departure back to YOUR COUNTRY OF RESIDENCE. If YOUR return ticket can be used, or if a claim for repatriation has been made under the Medical and Other Expenses Section, then the refund is limited to charges (prepaid or contracted to be paid) for unused accommodation.

#### YOU are not covered for:

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- 2. The first part of each and every claim as shown in the Schedule (the EXCESS) but 20% of the EXCESS amount in respect of loss of deposit only claims.
- 3. Any claim arising directly or indirectly from any PRE-EXISTING MEDICAL CONDITION of YOU unless WE have agreed to cover it via a written endorsement on the policy.
- 4. Any claim arising directly or indirectly from any PRE-EXISTING MEDICAL CONDITION of a CLOSE RELATIVE, CLOSE BUSINESS COLLEAGUE, travelling companion, person with whom YOU intend to stay or anyone else on whom YOUR TRIP may depend.
- 5. Any expenses payable by the tour operator, hotel, airline or other carrier.
- Any delay in commencement of the TRIP (see Section 11 Missed Departure).
- 7. Any surcharges levied by the tour operator which increase the brochure prices.
- 8. Any losses arising from YOUR failure or delay in notifying the travel agent, tour operator or provider of service immediately it may be necessary to cancel or curtail YOUR travel arrangements.
- 9. The costs of CURTAILMENT not approved by the Medical Emergency Assistance Company.
- 10. YOUR disinclination to travel or YOUR loss of enjoyment of the TRIP.
- 11. Cancellation or CURTAILMENT caused by pregnancy or childbirth unless the Cancellation or CURTAILMENT is certified by a Medical Practitioner as necessary due to COMPLICATIONS OF PREGNANCY.

#### **SECTION 2**

### Personal Accident

#### YOU are covered for:

WE will pay the benefit stated in the Schedule if YOU sustain bodily injury during the TRIP caused solely and directly by accidental external violent and visible means and such bodily injury within 12 months of the date of the injury is the sole and direct cause of (a) Death or (b) LOSS OF EYE(S) OR LIMB(S) or (c) PERMANENT TOTAL DISABLEMENT. The amount payable in respect of (a) death will be restricted to 20% of the amount stated in the Schedule when YOUR age is under 16 years at the date of issue of the Insurance.

#### YOU are not covered for:

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- 2. Any claim for more than the amount stated in the Schedule in respect of any one INSURED PERSON.



#### **SECTION 3**

# Medical and Other Expenses; and SECTION 4

## **Hospital Benefit**

#### YOU are covered for:

WE will pay up to the amount stated in Section 3 of the Schedule if YOU sustain accidental bodily injury, suffer illness or suffer COMPLICATIONS OF PREGNANCY during the TRIP which results in:

- 3.1 Reasonable and necessary medical, hospital and treatment expenses, the costs of emergency dental treatment to relieve pain, doctor's fees and transportation charges for sending YOU to hospital.
- 3.2 Reasonable additional accommodation and travelling costs for one person required upon medical advice to stay with travel to or escort YOU HOME.
- 3.3 Reasonable transportation costs for repatriation to YOUR COUNTRY OF RESIDENCE which is deemed necessary by the Medical Emergency Assistance Company.
- 3.4 The reasonable cost of conveying YOUR body or ashes to YOUR COUNTRY OF RESIDENCE, or alternatively to pay up to the amount stated in the Schedule towards the cost of burial or cremation outside of YOUR COUNTRY OF RESIDENCE in the event of YOUR death.
- 4. WE will pay up to the amount stated in Section 4(i) (Hospital Benefit) of the Schedule for each complete 24 hours YOU are confined as an IN-PATIENT in a hospital outside of YOUR COUNTRY OF RESIDENCE up to the amount stated in Section 4 of the Schedule.

#### **SPECIAL CONDITION**

WE reserve the right to:

- (i) repatriate YOU when, in the opinion of the treating doctor and the Medical Emergency Assistance Company, YOU are fit to travel;
- (ii) avoid further liability in the event that YOU refuse repatriation when, in the opinion of the treating doctor and Medical Emergency Assistance Company, YOU are fit to travel;
- (iii) transfer YOU to the hospital, clinic or location of our choice when, in the opinion of the treating doctor and the Medical Emergency Assistance Company, YOU are fit to be transferred.

#### YOU are not covered for:

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- 2. The first part of each and every claim as shown in the Schedule (the EXCESS).
- 3. Any claim arising directly or indirectly from any PRE-EXISTING MEDICAL CONDITION unless WE have agreed to cover it via a written endorsement on the policy.
- 4. Any treatment or aid obtained in YOUR COUNTRY OF RESIDENCE.
- 5. Any surgical or medical treatment which can reasonably be delayed until YOUR return to YOUR COUNTRY OF RESIDENCE.
- 6. Any treatment or medication which at the time of departure is known to be required or continued during the TRIP.
- 7. Any medical or other expenses incurred more than 12 months after the date of the injury or illness to which the claim refers.
- 8. The cost of dentures, dental appliances, false limbs, hearing aids, contact or corneal lenses or spectacles (prescription or otherwise).
- 9. Any IN-PATIENT hospital, clinic or repatriation costs not authorised by the Medical Emergency Assistance Company.
- 10. The additional cost of a single or private room at a hospital, clinic or nursing home except when the medical practitioner treating YOU considers it necessary.



11. Any costs recoverable under any reciprocal health arrangement (such as the European Health Insurance Card within the European Union or Medicare in Australia) or any other insurance covering Medical and Repatriation expenses.

#### **SECTION 5**

## Personal Baggage

YOU are covered for:

WE will pay up to the amount stated in the Schedule for loss of or damage to PERSONAL BAGGAGE during the TRIP (including loss of Medication and other Medically necessary equipment for a condition that has been accepted in writing as being covered under this policy) which is YOUR property subject to proof of ownership for VALUABLES.

WE reserve the right to repair, replace or pay the INTRINSIC VALUE of any lost or damaged article. The amount WE will pay in respect of any one article, pair or set is limited to the amount stated in the Schedule except in respect of VALUABLES where OUR overall payment limit is the amount stated in the Schedule. In respect of all VALUABLES OUR overall payment limit is the amount stated in the Schedule.

#### **SECTION 6**

# **Delayed Baggage**

YOU are covered for:

WE will pay up to the amount stated in the Schedule for the necessary emergency purchase of replacement items if YOUR checked in PERSONAL BAGGAGE is lost, misdirected or misplaced by a Carrier for at least 6 hours from the time of arrival at YOUR destination. WE will pay up to 25% of the amount stated in the Schedule for the first full 6 hour delay and up to a further 25% for each full 6 hour delay thereafter up to the amount stated in the Schedule.

YOU must provide original receipts for the items YOU purchase. If YOUR PERSONAL BAGGAGE is permanently lost, any amount WE pay under this section will be deducted from the total claim.#

### **SECTION 7**

# Personal Money/Documents/Passport

YOU are covered for:

WE will pay up to the amount stated in the Schedule for loss of PERSONAL MONEY and DOCUMENTS during the TRIP whilst carried by YOU or whilst in a locked safe or safety deposit box. Loss of cash (bank notes, coins and currency) is limited to the amount stated in the Schedule. Loss of DOCUMENTS is limited to the amount stated in the Schedule and includes reasonable and necessary costs incurred in obtaining replacement DOCUMENTS.

#### YOU are not covered for

#### (the following exclusions apply to Sections 5, 6 & 7):

- Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- 2. The first part of each and every claim as shown in the Schedule (the EXCESS) separately in respect of Sections 5 and 7.
- 3. Any loss not reported to the Police within 24 hours of discovery and a written Police Report obtained and sent to US.



- 4. Any loss of or delay or damage to YOUR property whilst in the custody of an airline or other carrier unless immediately upon discovery of the loss, delay or damage YOU notify the airline or carrier and obtain and send their Property Irregularity Report (PIR) to US.
- 5. Any loss of PERSONAL BAGGAGE and/or VALUABLES whilst left UNATTENDED at any time unless YOU have left them secure in a locked hotel room, locked apartment, locked holiday residence or other locked and secure self-contained accommodation and there is evidence of forcible and violent entry.
- 6. (i) Loss of PERSONAL VALUABLES from an UNATTENDED VEHICLE.
  - (ii) Loss of PERSONAL BAGGAGE from an UNATTENDED VEHICLE (including Campervans and Motor Homes) unless (other than between the hours of 8.00pm and 8.00am) locked in an enclosed boot or concealed by the parcel shelf in the fixed position in a hatchback or estate vehicle or in the case of Campervans and Motor Homes locked away and out of public view, and there is evidence that entry was effected by violent and forcible means.
- 7. Any loss of PERSONAL MONEY, DOCUMENTS or PASSPORT whilst left UNATTENDED at any time unless left securely locked in a safe or safety deposit box provided by YOUR accommodation provider and there is evidence of forcible and violent entry, or whilst in a suitcase or in the custody of another person.
- 8. Any loss or damage to sports equipment whilst in use.
- 9. Any loss or damage due to delay or confiscation by Customs or other officials.
- 10. Any loss or damage to stamps, documents (other than those covered under Section 7), contact or corneal lenses, dentures, hearing-aids, fragile articles or business goods and samples.
- 11. Any loss or damage due to wear and tear, deterioration, moth or vermin, climatic or atmospheric conditions or mechanical or electrical breakdown.
- 12. Any loss or damage due to staining or any process of dyeing or cleaning or water damage however caused.
- 13. Any loss or damage to pedal or motor cycles, watercraft, prams, buggies, pushchairs or wheelchairs.
- 14. Any loss of travellers' cheques or cheques not immediately reported to the local bank or agent of the supplier in accordance with their instructions.
- 15. Any shortages due to error, omission, exchange or depreciation in value.
- 16. Any loss resulting from loss or theft of credit cards.
- 17. In respect of Section 6 only, any costs if YOU are on YOUR final return journey to YOUR COUNTRY OF RESIDENCE.
- 18. Any amounts YOU are entitled to by way of compensation from the carrier.

#### **SECTION 8**

# Personal Liability

#### YOU are covered for:

WE will pay up to the amount stated in the Schedule (inclusive of costs and expenses) if YOU in YOUR private capacity become legally liable to pay for accidental bodily injury to Third Parties or accidental damage to Third Party Property arising from an incident occurring during the TRIP.

#### YOU are not covered for:

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- 2. The first part of each and every claim as shown in the Schedule (the EXCESS) for claims in respect of furniture, fixtures or fittings.
- 3. Employers or Contractual Liability.
- 4. Liability to any members of YOUR family or to a travelling companion or friend or colleague.



Any liability arising directly or indirectly from or due to:

- 5. Animals belonging to YOU or in YOUR care, custody or control.
- 6. Any wilful, malicious or unlawful act.
- 7. Pursuit of a trade, business or profession, employment or occupation.
- 8. Ownership, possession or use of vehicles, aircraft, watercraft, parachuting, hang gliding, hot air ballooning or use of firearms.
- 9. Legal costs of any proceedings that result from any criminal or illegal act.
- 10. Insanity, the use of any alcohol, drugs (except as medically prescribed) or drug addiction.
- 11. The supply of goods or services.
- 12. Any form of ownership or occupation of land or buildings (other than occupation only of any temporary residence).

#### **SECTION 9**

# **Legal Expenses**

#### YOU are covered for:

WE will pay up to the amount stated in the Schedule for costs and expenses incurred by YOU or YOUR legal representative for legal proceedings for compensation and/or damages arising directly from or out of YOUR injury or YOUR death during the TRIP, provided that WE have complete control of the proceedings and of the selection, appointment and control of all legal advisers.

#### YOU are not covered for:

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- 2. Any costs or expenses incurred by YOU for any claim brought against a tour operator, travel agent, carrier or US.
- 3. Any costs or expenses incurred before the granting of OUR support which WE will not unreasonably withhold. WE reserve the right to withdraw at any stage and shall not then be liable for any further expenses.
- 4. Any incident reported more than 180 days after the event occurs which gives rise to such claim.
- 5. Any claim where WE consider the prospects of success in achieving a reasonable settlement are insufficient and/or where WE consider the laws, practices and/or financial regulations of the country where the incident occurred will preclude US from obtaining a satisfactory settlement.

#### **SECTION 10**

# Travel Delay and Abandonment

#### YOU are covered for:

WE will pay up to the amount stated in the Schedule in the event that the departure of the aircraft, sea vessel, train or coach in which YOU have arranged to travel is delayed on YOUR outward or homeward journey by at least 6 hours from the time shown in the official itinerary as supplied to YOU due to riot, hijack, strike, industrial action, adverse weather conditions, traffic flow congestion or mechanical breakdown, either:

- 1. 25% of the amount shown in the Schedule for the first full 6 hour delay and 25% for each full 6 hours delay thereafter up to the amount stated in the Schedule, or
- Up to the final invoiced paid costs of the TRIP not exceeding the amount stated in the Schedule that YOU cannot recover from any other source if YOU decide to abandon YOUR outward TRIP after at least 12 hours delay from the time of departure stated in the official travel itinerary.



Or if travelling within YOUR COUNTRY OF RESIDENCE only:

In the event that the departure of the domestic aircraft, sea vessel, train or coach in which *YOU* have arranged to travel to or from YOUR domestic TRIP destination is delayed by at least 6 hours from the time shown in the official itinerary as supplied to YOU due to riot, hijack, strike, industrial action, adverse weather conditions, traffic flow congestion or mechanical breakdown, WE will pay either 1 or 2 as stated above.

The PERIOD OF INSURANCE is automatically extended in the event of a covered delay.

#### **SECTION 11**

# Missed Departure

YOU are covered for:

WE will pay up to the amount stated in the Schedule for additional travel and accommodation expenses necessary should YOU arrive at YOUR departure point too late to commence the booked TRIP as a result of failure of public transport services (including an internal connecting flight to YOUR International departure point provided the time frame between the connecting flights is within the guidelines recommended by YOUR Travel Agent or Airline Carrier) due to the causes stated in Section 10 above or mechanical breakdown of the vehicle in which YOU were travelling to reach YOUR departure point.

WE will only pay compensation under Section 10.1 or 10.2 or 11.

#### YOU are not covered for

#### (the following exclusions apply to Sections 10 & 11):

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- 2. The first part of each and every claim as shown in the Schedule (the EXCESS) made by YOU under Section 10.2 or Section 11.
- 3. Any losses which are the result of YOUR failure to check in at the airport, railway station or port in accordance with the travel itinerary supplied to YOU.
- 4. Any losses if YOU fail to obtain written confirmation from the airline or railway operator or shipping or coach company or their agents showing the period of and reasons for the delay.
- 5. Any losses arising from any known event which commenced or was announced before the date of booking YOUR TRIP or purchasing this insurance, whichever is the earlier.
- 6. Any losses resulting from transport being withdrawn due to a Government directive.
- 7. Any costs that can be claimed from the Carrier or other sources.
- 8. Any costs incurred at a higher level or fare category than originally booked.

#### **SECTION 12**

### Hijack

YOU are covered for:

WE will pay up to the amount stated in Section 12(a) of the Schedule for each complete 24 hours YOU are detained in excess of the first 24 hours and up to a maximum of 30 consecutive 24 hour periods should YOUR means of transport be subject to a hi-jack during a planned TRIP.

The PERIOD OF INSURANCE is automatically extended in the event of hi-jack.



#### **SECTION 13**

## Catastrophe

#### YOU are covered for:

WE will pay up to the amount stated in the Schedule should YOU be forced to move from YOUR prebooked accommodation as a result of fire, lightning, explosion, earthquake, avalanche, storm, tempest, tsunami, hurricane, flood, medical epidemic or local Government directive which is confirmed in writing by local or national authority for irrecoverable travel or accommodation costs necessarily incurred to continue with the TRIP or, if the TRIP cannot be continued, for YOUR return HOME.

#### YOU are not covered for:

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- 2. YOUR decision not to remain in YOUR booked accommodation when official directives from local or national authorities state that it is acceptable to do so.
- 3. Any costs or expenses payable by or recoverable from the tour operator, airline, hotel or other provider of services.

#### **SECTION 14**

## **Collision Damage Waiver Excess**

#### YOU are covered for:

WE will pay up to the amount stated in the Schedule for any motor insurance Excess that YOU are required to pay in the event of damage to a vehicle under a rental hire car contract hired from a licensed rental vehicle agency during your TRIP.

WE will only pay compensation if YOU have complied with the conditions of the rental hire car contract and if a valid Collision Damage Insurance is in force on the vehicle.

#### YOU are not covered for:

1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.

#### **SECTION 15**

### Sports, Action Adventure, Leisure Activities Extension

**Provided YOU have paid the additional Sports, Action Adventure, Leisure Activities Extension premium** all Sections of this insurance are extended to provide cover for the following amateur sports and leisure activities:

Abseiling, American football, bungee jumping (more than 2 jumps), cricket, deep sea fishing (inside 20km limit), fencing, football/soccer, gliding, gymnastics, hockey, kayaking/canoeing/rafting involving white water rapids grades 4 and 5, polo, rugby (union or league), scuba diving (maximum depth 30 metres).

Please note: The following amateur sports and leisure activities are included as standard and do not require the payment of the additional premium: Ballooning as a passenger, basketball, boxing training (no contact), bungee jumping (maximum 2 jumps), cycling (not touring), dinghy sailing, elephant riding (1-2 days), hiking, horse riding (not jumping), jet boating, kayaking/ canoeing/rafting involving white water rapids grades 1, 2 and 3, marathon running, martial arts training, mopeds, motorcycling on vehicles up to 125cc, overland expedition, parascending/ parasailing, passenger light aircraft/helicopter, river-sledging, running, safari, sailing inshore (inside 20km limit), scuba diving with



a qualified diving instructor (maximum depth 30 metres), sea canoeing, snorkelling, surfing, trekking, water skiing, weightlifting, windsurfing.

#### Not covered:

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- The first part of each and every claim as shown in the Schedule (the EXCESS).

#### **SECTION 16**

### Winter Sports

(Only if the applicable additional premium has been paid)

#### A. WINTER SPORTS EQUIPMENT

YOU are covered up to the amount specified in the Schedule for the value or repair of YOUR own WINTER SPORTS EQUIPMENT (after making proper allowance for wear and tear and depreciation) or hired WINTER SPORTS EQUIPMENT, if they are lost, stolen or damaged during YOUR TRIP.

#### Condition

In the event of a claim YOU must provide the following documentation:

- a) loss or theft: a report from police, resort management or tour operator; plus original receipt or proof of ownership and confirmation of second hand value from a specialist dealer where possible.
- b) damage: confirmation from a specialist dealer of the damage sustained and repair costs, or confirmation that damage is beyond economic repair, plus the second hand value prior to damage.

#### **B. WINTER SPORTS HIRE**

YOU are covered up to the amounts specified in the Schedule per 24 hours for the reasonable cost of hiring WINTER SPORTS EQUIPMENT for the rest of YOUR TRIP or until YOUR own or hired WINTER SPORTS EQUIPMENT has been returned to YOU, if:

- 1. YOUR equipment is lost, stolen or damaged; or
- YOUR equipment is delayed for more than 12 hours on YOUR outward journey.

#### **Condition**

In the event of a claim YOU must provide the following documentation:

- a) loss or theft: report from police, resort management or tour operator plus receipts showing original and additional hire charges.
- b) damage: confirmation from the hire company of damage sustained and additional charges incurred.
- c) delay: confirmation from the airline or transport company that YOUR equipment was delayed for over 12 hours on the outward journey plus a receipt showing original and additional hire charges.

#### C. PISTE CLOSURE

YOU are covered up to the amounts specified in the Schedule if there is a lack of snow or bad weather conditions in your holiday resort and the pistes are closed so preventing YOU from skiing. Cover is only available during the months that constitute the local regular ski season and where YOU purchased YOUR policy more than 14 days before YOUR departure date.

#### **Condition**

In the event of a claim YOU must provide documentation from the resort's management confirming how long the pistes were closed at YOUR resort and the reason.



#### D. WINTER SPORTS PACK

YOU are covered up to the amounts specified in the Schedule per 24 hours for the value of the unused portion of YOUR ski school, lift pass and WINTER SPORTS EQUIPMENT hire costs if:

- 1. YOU have an accident or YOU are ill and this prevents you from skiing;
- 2. YOUR lift pass is lost or stolen.

#### Condition

In the event of a claim YOU must provide the following documentation:

- a) accident or illness: medical report confirming the reason and length of time YOU were unable to undertake YOUR planned activity plus the original lift pass and evidence of initial cost.
- b) loss or theft: report from police or resort management plus evidence of initial cost and cost of replacement pass.

#### Not covered:

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- The first part of each and every claim as shown in the Schedule (the EXCESS).
- 3. If YOU do not adhere to the International Ski Federation code or the resort regulations.
- 4. Anything not covered in Section 5, Personal Baggage (applicable to Part A above).
- 5. The first 12 hours during which the piste is closed due to adverse weather conditions (applicable to Part C above).
- 6. Anything not covered in Section 3, Medical and Other Expenses (applicable to Part D above).
- 7. Ski jumping, ice hockey, the use of skeletons or bobsleighs, taking part in International and National events, their heats or officially organised practice or training for these events.

#### **SECTION 17**

#### **Business Cover**

#### (Only if the applicable additional premium has been paid)

YOU are covered for:

#### A: REPLACEMENT BUSINESS COLLEAGUE

YOU are covered up to the amount specified in the Schedule, in accordance with the conditions specified under the Cancellation and Curtailment Section, for reasonable additional travel and accommodation costs incurred for a business colleague to replace YOU on a business trip as result of YOU suffering accidental bodily injury or illness during the TRIP. The sole purpose of YOUR TRIP must be for carrying out YOUR business.

#### **B: BUSINESS EQUIPMENT**

YOU are covered up to the amount specified in the Schedule for the value of any BUSINESS EQUIPMENT, which is accidentally lost, stolen or damaged (provided the equipment is used for the sole purpose of carrying out YOUR business). The policy EXCESS specified in the Schedule applies. Subject to conditions/exclusions/single article limit under the Personal Baggage Section.

#### C: REPLACEMENT BUSINESS DOCUMENTS

YOU are covered up to the amount specified in the Schedule for the cost of replacement business documents, which are accidentally lost, stolen or damaged (provided the documents are vital to the carrying out of YOUR business).

#### Not covered:

- 1. Any claim excluded under the 'Exclusions that apply to all Sections of this Insurance'.
- 2. The first part of each and every claim as shown in the Schedule (the EXCESS), where applicable.
- 3. Anything not covered under Section 1: Cancellation and Curtailment, Section 6 Delayed Baggage or Section 7 Personal Money/Documents/Passport.



# 24-hour Medical Emergency Assistance

The appointed Medical Emergency Assistance Company ('Assistance Company') is Intana Global. In the event of a medical emergency this service is available to you 24 hours a day, 365 days a year. Their contact details are shown below.

For the medical emergency assistance helpline call

+44 20 7902 7405 (Reverse charge calls will be accepted)

From within the UK dial 020 7902 7405

Fax UK +44 (0)20 7928 4748

<u>IMPORTANT</u>: This insurance will only cover IN-PATIENT care, emergency repatriation or CURTAILMENT that has been authorised by the Assistance Company, who must be notified within 48 hours of admission to hospital, and for CURTAILMENT, prior to departure back to YOUR COUNTRY OF RESIDENCE. If YOU are unable, another person may contact the Assistance Company on YOUR behalf.

There is no cover for treatment or surgery which could reasonably be delayed until YOU return to YOUR COUNTRY OF RESIDENCE or HOME. Failure to notify the Assistance Company in accordance with the terms of this policy may result in the amount payable under YOUR claim being reduced.

# How to make a Claim

Any occurrence or loss, which may give rise to a claim, should be advised to, and a claim form obtained from, Intana Global (the appointed claims handlers), whose contact details are shown below. This should be done as soon as reasonably possible and in any case no later than 31 days from the end of YOUR TRIP.

When requesting a claim form, YOU should confirm the company YOU are insured through, provide YOUR name, address, telephone number, Schedule number and a brief advice as to the nature of the claim.

To make a claim call

#### +44 1444 442 260

From within the UK dial 01444 442 260

email columbusclaims@intana-global.com

post Intana Global, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN,

United Kingdom

fax UK +44 (0) 1992 450 717

<u>IMPORTANT</u>: Any loss or damage to PERSONAL BAGGAGE whilst in the custody of a Carrier must be notified immediately in writing to such Carrier, but in any event within three days, and a Property Irregularity Report (PIR) obtained.

Any loss of PERSONAL MONEY or PERSONAL BAGGAGE must be reported to the police within 24 hours of discovery and a written report obtained. Proof of ownership for all VALUABLES and most other PERSONAL BAGGAGE will also be required.

If medical attention has been received you must obtain a medical certificate showing the nature of the injury or illness and the treatment received together with the account which, if possible, should be paid and receipted.



# **Other Important Matters**

# Travelling when Pregnant

Pregnancy is not a medical condition. YOU may decide to travel until YOU are quite late in YOUR pregnancy. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. YOU should check with them or any other mode of transport YOU propose to take before YOU book. Please make sure that YOUR medical practitioner and midwife are aware of YOUR travel plans, that there are no known complications and that YOU are not travelling against any medical advice. WE have the right to request a medical certificate to confirm this. Cover for pregnancy or childbirth is limited to that as set out for COMPLICATIONS OF PREGNANCY. In any case there is no cover for care of newborn.

# **Complaints Procedure**

If you should have a complaint regarding us, or any issue in respect of your insurance, you should follow our Internal Dispute Resolution (IDR), outlined below.

In the first instance you should contact Columbus Direct detailing your complaint:

email complaints@columbusdirect.com

tel +44 20 8253 5087 (please note: lines only available during UK office hours)

Post Complaints Officer, Columbus Direct, Sussex House, Perrymount Road, Haywards Heath,

West Sussex RH16 1DN, United Kingdom

If after receiving our IDR response you remain dissatisfied with the outcome, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS), free of charge – but you must do so within six months of receiving our final IDR response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

<u>It is important to note that FOS will not consider your complaint until you have received a final decision</u> via our IDR, above.

email complaint.info@financial-ombudsman.org.uk

tel +44 20 7964 1000 fax +44 20 7964 1001

post The Financial Ombudsman Service, Exchange Tower, London E14 9SR, United Kingdom

This does not affect your rights as provided for by the regulatory authority in your COUNTRY OF RESIDENCE. Residents of the European Union may wish to consider using the Online Dispute Resolution platform at http://ec.europa.eu/odr

# Several Liability Notice LSW 1001

The subscribing Insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscriptions of any co-subscribing Insurers who for any reason does not satisfy all or part of its obligations.