

**Simply Groups Arranged by:** Travellers Protection Services Limited (TPS) with UK Underwriting Limited on behalf of: Primary Insurance Company Limited, a EU regulated insurance company established in Ireland and licensed by the Irish Financial Services Regulatory Authority. Registered in The Republic of Ireland, registration number E340407, registered office First Floor, Fitzwilton House, Wilton Place, Dublin 2, Ireland.

Indemnity Insurance Limited. Registered in England with Company House, registration number 02445040, registered office Churchill Court, Westmoreland, Bromley, Kent, BR1 1DP.

Norwich Union Insurance Company. Registered in England with Company House, registration number 03290130, registered office, 8 Surrey Street, Norwich, Norfolk, NR1 3NG.

Travellers Protection Services Limited, UK Underwriting Limited, Indemnity Insurance Limited and Norwich Union Insurance Company are authorised and regulated by the Financial Services Authority.

**Underwritten by:** Primary Insurance Company Limited, Indemnity Insurance Limited and Norwich Union Insurance Company.

**SUMMARY OF COVER, LIMITS AND EXCESSES – COVER AND LIMITS ARE PER PERSON, UNLESS OTHERWISE SPECIFIED (Sub limits may apply – please refer to policy section for full details)**

In consideration of the payment of the required premium and subject to the terms, Conditions and Warranty contained herein, we hereby agree to pay or provide indemnity as hereinafter set forth.

Description of Cover	Policy Limit Up to:	Excess
1. Personal Accident i. Loss of one or more eyes or limbs ii. Permanent Total Disablement iii. Death	£15,000 (£2,500 for Children) £15,000 (Nil for Children) £7,500 (£1,000 for Children)	Nil
2.(a) Hospital Benefit (b) Return to Home	(a) £20 per 24 hours- Up to £400 (outside UK) (b) £1,500 (UK) or £3,000 (outside UK)	(a) Nil (b) £40 per person, Nil for Children
3.(a) Medical Expenses (b) Additional Expenses	(a) £2,000,000 (outside country of residence) (b) £1,500 (within country of residence)	£40 per person, Nil for Children
4.(a) Loss of Deposit or Cancellation (b) Curtailment	(a) Up to the final invoice cost for unused accommodation (b) £1,500 (UK) or £3,000 (Non UK) for additional expenses following Curtailment	£10 for Holidays costing less than £100, £40 for Holidays costing £100 or more, £5 loss of deposit for Holidays costing £100 or more, Nil for Children.
5. Delayed Travel (i) Holiday Abandonment (ii) Delayed Travel Benefit	(i) Up to the final invoice cost (ii) Up to £75	(i) £10 for Holidays costing less than £100, £40 for Holidays costing £100 or more (ii) Nil
6. Missed Departure	£400 (UK and European Holidays)	Nil

7. Personal Property	£1,500 ( £500 for Children)	£ 40 per person, Nil for Children
8. Personal Money	£400 (£200 for Children) Cash Limit £200 (£100 for Children)	£40 per person, Nil for Children
9. Delayed Baggage	£50 per 24 hours- Up to £200	Nil
10. Passport/ Driving Licence Indemnity	£200	Nil
11. Personal Liability	£2,000,000	Nil
12. Group Travel Organisers Liability	£2,000,000	£50 third party property damage excess
13. Legal Expenses	£10,000	Nil

### IMPORTANT POINTS TO HELP YOU

1. **If you suffer an injury or illness** which may lead to a claim under your Insurance, **you must always seek the advice of a registered medical practitioner** before cancelling or curtailing your holiday, or before incurring any expenses. **If you are already on holiday and it is likely that expenses will exceed £500 per person, you must also seek the advice of Global Response or Global Excel Management before incurring any expenses under Sections 2 or 3.** Please remember to retain receipts for all costs incurred.
2. All material facts must be disclosed to Travellers Protection Services at the time your policy commences and throughout the period of insurance, (for example, your own health or that of a close relative, or a change in medication during the period of insurance). If you are in any doubt as to whether a fact is "material" then for your own protection it should be disclosed to Travellers Protection Services on 08707 744199.
3. **If you become aware of any circumstances which may cause you to consider cancelling your holiday,** you must inform the accommodation and/or transport providers with whom you have booked as soon as is reasonably possible and, in any event, **within seventy-two hours,** or you may incur additional charges that your travel insurance will not cover.
4. **Personal Property** should always be kept either on your person, in your locked holiday accommodation, or completely hidden from view in the locked boot of a car. If a **safety deposit box** is available, you should use this to protect all your valuables. It is not possible to cover property lost whilst in the possession of a person not insured by this certificate. Claims will be paid based on the value of goods at the time of loss, and not on a 'new for old' basis. An amount for wear and tear and depreciation will be deducted.
5. **If your property or money is lost or stolen, you must inform the police within twenty-four hours** of discovering the loss, and obtain a written report. If damage or loss occurs whilst the property is in the custody of your holiday accommodation or transport company, you must inform them within twenty-four hours of discovery, and obtain a written report.
6. In common with all travel insurance policies of this type, **this policy is not designed to provide cover for expensive articles** such as video equipment, cameras, jewellery and furs. We strongly advise that you read the cover, limits and exclusions applicable to sections 7 and 8 before commencing your holiday. Items which fall into the general definition of 'valuables' can usually be more effectively insured under an 'All risks' section of your household contents insurance policy. Personal property claims are paid on the value of goods at the time you lose them and not on a 'new for old' basis. An amount for wear and tear and depreciation will be deducted.
7. **We cannot replace money stolen from suitcases** or similar receptacles. You should always carry the minimum actual cash possible. If a safety deposit box is available, you should use this to protect all your money and valuables.
8. If the cost of your medical treatment is reduced by use of your EHIC, Medicare or any other similar

reciprocal agreement, the excesses under section 3 will not be applied.

If you require any advice in respect of the above, you should telephone Travellers Protection Services on 08707 744 199.

## **COVER AND LIMITS**

### **SECTION 1 – PERSONAL ACCIDENT**

In the event that you sustain accidental bodily injury during the period of insurance, we will pay the benefits detailed in the summary for bodily injury, which solely and independently of any other cause within twelve calendar months from the date of the accident causing such bodily injury results in:

1. Your death, or
2. Loss of one or more of your limbs, or
3. Loss of sight in one or both of your eyes, or
4. Your permanent total disablement

#### **PROVIDED THAT:**

- a. death or disablement occurs within one year of the bodily injury
- b. compensation shall not be payable under more than one of the above items 1,2,3 or 4 in respect of the same accident, and the payment under any one item shall terminate our liability under this section of the policy
- c. for children, the death benefit shall be limited to £1,000, the loss of one or more eyes or limbs benefit shall be limited to £2,500 and nil benefit shall apply for permanent total disablement
- d. for adults aged 66 years and over all benefits under this section shall be limited to £2,500
- e. any claim must be certified by an independent medical practitioner.

### **SECTION 2 – HOSPITAL BENEFIT AND RETURN TO HOME**

1. **Hospital Benefit:** We will pay the amount shown in the summary for each completed twenty-four hours you spend in a recognised hospital as an in-patient as a result of falling ill or sustaining bodily injury during your holiday.
2. **Return to Home:** In the event of your death occurring during the period of insurance, we will pay up to the amount shown in the summary to meet all reasonable expenses incurred by your estate arising out of the transportation of your remains back to your home in the United Kingdom or other European Union country, or to an undertaker within ten miles of your home; or the cost of burial or cremation in the locality abroad where your death occurred.

#### **CONDITIONS APPLICABLE TO SECTION 2 ONLY**

You may not claim under sub-section 2. **Return to Home** and section 4 in respect of the same return to home expenses.

### **SECTION 3- MEDICAL OR ADDITIONAL ACCOMMODATION & TRAVEL EXPENSES**

We will pay up to the amount shown in the summary for:

1. essential medical, hospital and treatment expenses
2. the cost of EMERGENCY dental treatment BUT ONLY for the immediate relief of pain, up to £400
3. repatriation
4. additional accommodation, travelling and similar expenses (including such reasonable additional expenses of a relative or friend required on medical advice to travel to or remain behind with or accompany you) as a direct result of:
  - i. your accidental bodily injury, or
  - ii. your illness which occurs whilst you are on holiday and which arises after you have paid your premium.

#### **CONDITIONS APPLICABLE TO SECTIONS 1 TO 3 ONLY**

1. Items 1,2 and 3 of section 3 above are applicable only in respect of holidays outside your usual country of residence.

2. It is a condition of section 3 of the insurance that travel is limited to the same class as that originally booked.
3. You may not claim under this section 3 and section 4 in respect of the same additional accommodation or travel expenses.
4. If the cost of your medical treatment is reduced by use of your EHIC, Medicare or any other similar reciprocal agreement, the excesses under section 3 will not be applied.
5. In the event that benefit under section 3 becomes payable and it is considered medically necessary to do so, we will arrange for Global Response or Global Excel Management to transfer you, to the nearest practical location.
6. Section 3 covers the emergency costs of airlifting where such action is appropriate, necessary and practical.

#### **EXCLUSIONS APPLICABLE TO SECTIONS 1 TO 3 ONLY**

Section 1, 2 and 3 of this insurance do not cover:

1. the first £40 per person of each and every claim, applicable only in respect of section 2.2 and section 3 (no excess applies to claims made in respect of children)
2. losses arising under sections 2 or 3 if,
  - a. in the USA, Canada, Caribbean or Mexico, the consent of Global Excel Management is not obtained before any expenses are incurred, or
  - b. when elsewhere in the world, if expenses are likely to exceed £500 per person and the consent of Global Response is not obtained before such expenses are incurred
3. losses arising within twenty-five miles of your home (not applicable to section 1)
4. expenses incurred under these sections after you are repatriated to your usual country of residence (we reserve the right to repatriate you should our medical advisers view you as being fit to travel)
5. treatment or aid obtained in your usual country of residence (except as provided for herein)
6. surgery or medical treatment which can reasonably be dealt with on your return to your usual country of residence
7. medication and/or treatment which at the time of the departure is known to be required or to be continued outside your usual country of residence
8. the additional cost of single or private room accommodation at a hospital or nursing home, except where the medical practitioner treating you deems it necessary for you to occupy such accommodation
9. charges for personal services such as radio, TV, telephone and the like
10. cosmetic surgery and all expenses incurred in connection with cosmetic surgery, except as a necessary result of accidental injury occurring during the period of your holiday/trip
11. all expenses incurred in connection with elective or non-emergency care
12. non-prescribed drugs, medicines and related items
13. services and supplies to the extent that they are not usual, customary and reasonable or not prescribed by a legally qualified medical practitioner in accordance with similar accepted provisional medical standards
14. claims arising directly or indirectly from your participation in hazardous sports and leisure activities unless agreed by Travellers Protection Services Limited
15. any cost or expense if you do not have a pre-paid return ticket to your home at the start of your trip
16. the cost of any treatment or surgery, including exploratory tests, which are not directly related to the illness or injury for which you went into hospital or clinic abroad
17. the cost of providing, repairing or replacing dentures, dental work involving the use of precious metals, false limbs, hearing aids, contact or corneal lenses or prescription spectacles
18. medication or drugs you knew you would need before the start of your trip.

#### **SECTION 4- LOSS OF DEPOSIT, CANCELLATION AND CURTAILMENT**

We will pay up to the appropriate amount stated in the summary in the event that you shall sustain pecuniary loss in respect of:

- i. irrecoverable deposits, payments and contractual obligations including those for pre-paid excursions and unused travel and accommodation, for which you contracted prior to the commencement of the holiday, and
- ii. additional accommodation and additional costs of returning to home

**where the holiday is necessarily and unavoidably cancelled or curtailed due to:**

- a. the death, injury or illness as certified by a registered medical practitioner of:
  - i. you, the insured person, or
  - ii. the person with whom you are travelling or had arranged to travel, or
  - iii. your close relative or close business colleague or that of the person with whom you are travelling or had arranged to travel, or
  - iv. the person with whom you have made arrangements for the provision of holiday accommodation where your holiday involves staying in such person's home and is dependent upon such person's well being
- b. your, (or that of the person with whom you are travelling or had arranged to travel):
  - i. requirement to attend jury service or your attendance under a subpoena as a witness at a Court of Law
  - ii. compulsory redundancy which qualifies for payment under current redundancy legislation
  - iii. compulsory quarantine restriction
- c. fire, theft, storm, flood or damage occurring within fourteen days prior to the commencement of the holiday and during the holiday at your home or place of business in your usual country of residence, or that of the person with whom you are travelling or had arranged to travel, where your/their presence is required either by the police or the insurers of your/their main residence or place of business
- d. hijack of the conveyance in which you are travelling
- e. unexpected cancellation of previously agreed leave arising from unavoidable and necessary duty for Ambulance Service, Coastguard, Fire Brigade or Police Personnel
- f. loss of, life threatening illness of or life threatening injury to a pet, reported to the Police or certified by a veterinary surgeon whichever is appropriate, occurring within seven days prior to the commencement of the holiday and during the holiday
- g. your occupational postings not known of or contemplated at the time you pay your premium, or those of the person with whom you are travelling or had arranged to travel

**which occurs during the period of insurance.**

**CONDITIONS APPLICABLE TO SECTION 4 ONLY**

1. Any event which **may** give rise to a cancellation claim under this section must be notified to the hotel or holiday establishment, or tour operator or travel/booking agent within a maximum of seventy-two hours of such event.
2. You may not claim under this section 4 and sections 2 and/or 3 in respect of the same expenses.
3. Cover for cancellation is limited to the amount shown in the summary, less insurance premiums paid.
4. In respect of curtailment claims:
  - i. travel must be limited to the same class as that originally booked
  - ii. the amount shown in the summary is limited in respect of unused accommodation to the proportionate amount of the total contracted holiday cost for each day of the holiday foregone.
  - iii. prior to curtailment of the holiday due to medical reasons, it is a condition that a Doctor's certificate **must** be obtained to confirm the necessity to curtail the holiday.
5. If you are not a resident of the United Kingdom or other European Union country, we will only provide cover to enable you to reach the nearest homebound port or airport.

**EXCLUSIONS APPLICABLE TO SECTION 4 ONLY**

Section 4 of the insurance does not cover:

1. the first £10 per person for holidays costing less than £100 or £40 for holidays costing £100 or more of each and every claim, other than:
  - i. claims for loss of deposit only, where an excess of £5 per person for holidays costing £100 or more applies
  - ii. claims made in respect of children, where no excess applies
2. government regulations (other than in respect of compulsory quarantine) or currency restriction or act

3. omission or default of the provider of transport or accommodation or of the agent through whom the holiday/travel arrangements were made
4. your disinclination to travel or financial circumstances or that/those of the person with whom you are booked to travel, or on whom the holiday plans depend (arising other than from loss of employment due to compulsory redundancy, provided that such redundancy arises after employment has been on a continuous and full time basis with the same employer for at least twelve months)
5. holiday arrangements not honoured by your employer, or the employer of the person with whom you have booked to travel, other than as provided for by sub-section 4 a. iii. , 4 e. and 4 g.
6. claims arising in respect of a pet due to:
  - i. a condition or any complication directly attributable to that condition that was known to you prior to the commencement of the period of insurance
  - ii. your failure to take proper or reasonable care of the pet, including failure to seek veterinary advice
  - iii. conditions for which routine vaccination is available, other than in the event of vaccine failure
7. your late arrival at the airport or port after checking in or booking in time
8. your loss of enjoyment of the trip, however caused
9. failure to obtain relevant passport or visa
10. return to your home if you do not possess return tickets already
11. if you become aware of any circumstances which may cause you to cancel your holiday, we will only be liable for the cancellation charges which would have applied if you notify the holiday provider within seventy-two hours.

#### **SECTION 5 - DELAYED TRAVEL & HOLIDAY ABANDONMENT**

1. If the departure of the aircraft, sea vessel, Eurotunnel train or public transport in which you have arranged to travel either to or from the holiday destination is delayed for at least twelve hours from the time specified in the official travel itinerary supplied to you as a direct result of:
  - strike or industrial action
  - severe weather conditions
  - mechanical breakdown or derangement of such aircraft, sea vessel, Eurotunnel train or public transport

We will pay either:

- i. Holiday Abandonment- (on the outbound journey only) Your pecuniary loss in respect of irrecoverable charges for unused travel and accommodation for which you contracted prior to the commencement of the holiday, if, after twelve hours, you elect to abandon the whole travel itinerary, subject to the maximum amount shown in the summary, or
  - ii. Delayed travel Benefit- an amount of £25 for the first completed twelve hour period of delay in departure, commencing from the original booked time specified in the official itinerary supplied to you and a further £10 after each subsequent twelve hour period of delay, subject to the maximum amount shown in the summary.
2. Alternatively , in respect of self drive holidays the benefits described in 1i and ii shown above will become payable if you are delayed for at least twelve hours from travelling in your own vehicle either to or from the self-drive holiday destination specified in the booking confirmation supplied to you due to:
    - (a) severe weather, or
    - (b) accidental damage to the self-driven vehicle, including towed caravans, that occurs en route to the self-drive destination and where repairs cannot be effected within twelve hours of the accident.

#### **SECTION 6- MISSED DEPARTURE**

We will pay you, up to the amount shown in the summary, for reasonable additional accommodation and travel expenses, if you arrive at your last departure point from your resident country (within the EU) or

the last departure point for your return trip to your resident country too late to board your booked flight, train or sailing, as a result of the following:

- i. scheduled public transport services failing to get you to your destination in time due to strike, industrial action, adverse weather conditions or mechanical breakdown, or
- ii. the private motor vehicle in which you were travelling suffering from a mechanical breakdown or failure, or
- iii. the private motor vehicle in which you were travelling being directly involved in a road traffic accident, which resulted in mechanical breakdown or failure

**provided always that:**

- (a) you have taken every reasonable step to complete the journey to the departure point on time
- (b) you are able to provide documentary evidence from a recognised garage or recovery service as to the cause and effect of accident or mechanical failure.

**CONDITIONS APPLICABLE TO SECTIONS 5 AND 6 ONLY**

1. You shall be entitled to only one of the benefits shown in these sections, namely 5.1i holiday abandonment, 5.1ii delayed travel benefit, 5.2 or missed departure per outward or homebound journey undertaken, subject always to the sums shown in the summary which shall apply in all, and not per journey.
2. It is a condition of these sections that you shall take all reasonable steps to continue with the holiday/travel plans once the original occurrence giving rise to the delay is diminished or otherwise rectified.

**EXCLUSIONS APPLICABLE TO SECTIONS 5 AND 6 ONLY**

Sections 5 and 6 do not cover:

1. delay or disruption which occurs after the departure of the aircraft, sea vessel, Eurotunnel train or public transport in which you have arranged to travel
2. claims arising from your failure to check in according to the itinerary supplied to you (other than as provided for in the missed departure section above)
3. claims where you fail to obtain written confirmation from the carriers (or their handling agents ) of the numbers of hours delay and the reason for such delay
4. claims arising from strike and industrial action existing or notified by intention at the date this insurance is purchased, or trip is booked whichever is the later
5. the first £10 per person of each and every claim for holidays costing less than £100, £40 for holidays costing £100 or more in respect of 6.1i abandonment
6. claims where you fail to obtain substantiation in respect of severe weather
7. claims for disrupted travel or delayed arrival
8. your disinclination to travel
9. any claims arising directly or indirectly from the delay of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority.

**SECTION 7- PERSONAL PROPERTY**

We will pay up to the amount shown in the summary in respect of loss of or damage to your personal property which occurs during the period of insurance. Cover does not apply on a "new for old" basis and is based on the value of the property at the time of loss or damage.

**CONDITIONS APPLICABLE TO SECTION 7 ONLY**

1. We reserve the right to repair, replace or pay the intrinsic value of any lost or damaged article.
2. Notwithstanding the above, the maximum amount payable in respect of:
  - i. any one article, pair or set is £300 (£100 for children)
  - ii. loss of or damage to valuables is £200 (£100 for children) **in total**
  - iii. the maximum payment for any single article for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £50, subject to a maximum of £200 for all such items
  - iv. spectacles and prescription sunglasses is £75

3. Any damaged article must be retained and made available to us for inspection.

**IF YOUR PERSONAL MONEY, PERSONAL PROPERTY IS LOST OR STOLEN, YOU MUST IMMEDIATELY ADVISE THE POLICE AND OBTAIN A WRITTEN REPORT. IF YOU FAIL TO DO SO, YOU WILL NOT BE ABLE TO MAKE A CLAIM UNDER SECTIONS 7 OR 8 OF YOUR POLICY.**

### **SECTION 8- PERSONAL MONEY**

We will pay up to the amount shown in the summary in respect of your loss of personal money which occurs within seventy-two hours prior to travel and during the period of insurance.

#### **CONDITIONS APPLICABLE TO SECTION 8 ONLY**

1. Cover under this section of the insurance applies only when personal money is carried by you or is deposited in a bank or safety deposit box, or in your locked holiday accommodation in the event that there is no safety deposit box.
2. It is a condition of this section of the insurance that in the event of loss of personal money, documentary evidence (e.g. bank or other exchange organisation receipts) must be provided to substantiate a claim.
3. The maximum amount payable in respect of actual cash (i.e. coins or bank notes) shall be limited to £200 (£100 in respect of children)

#### **EXCLUSIONS APPLICABLE TO SECTIONS 7 AND 8 ONLY**

Section 7 and 8 of this insurance do not cover:

1. the first £40 per person of each and every claim (separately in respect of sections 7 and 8) other than in respect of:
  - i. children
  - ii. spectacles and prescription sunglasses
  - iii. items 2 and 4 of section 9where no excess applies  
The maximum excess applicable where personal property and personal money are lost, stolen or damaged as a result of the same occurrence is £40 per person per claim
2. loss or damage arising from delay, confiscation or detention by recognised officials or authorities
3. loss of or damage to stamps, documents, contact or corneal lenses, non-prescription sunglasses, hearing aids, dentures, false limbs or fragile articles (china, glass, sculpture and the like), antiques and mobile phones
4. business goods or samples, tools or motor accessories
5. normal wear and tear, denting, scratching, damage due to moths or vermin, gradual deterioration or mechanical or electrical breakdown
6. loss or damage whilst your personal property (excluding valuables) is in the custody of a transport company or other carrier unless reported immediately upon discovery, and a report obtained (in the case of an airline, a property irregularity report must be obtained and submitted to Travellers Protection Services, along with airline tickets and baggage tags)
7. loss of personal property or personal money not reported to the police ( and the management if the loss occurs at your holiday accommodation or on any part of the grounds) within twenty-four hours of discovery, and a police report obtained
8. loss of or damage to personal property and personal money left unattended by you in a public place
9. theft of personal property (excluding valuables) from an unattended motor vehicle, unless left in the locked boot or locked glove compartment and there is evidence of violent, visible and forcible entry thereto
10. theft of personal property or personal money from your holiday accommodation unless there is evidence of violent, visible and forcible entry thereto
11. theft of personal money and/or valuables from an unattended motor vehicle
12. loss of or damage to personal property whilst in the custody of a person other than those insured by this policy
13. damage to suitcases, unless rendered unusable

14. damage to sports gear whilst in use
15. shortage due to errors, omissions, rates of exchange or depreciation in value
16. loss of travellers' cheques not reported to the issuing authority or their agent within twenty-four hours of discovery of such loss
17. loss of or damage to valuables or personal money whilst carried in a suitcase or similar receptacle
18. loss of personal money belonging solely to you whilst in the custody of another person, unless such personal money is deposited in a bank or safety deposit box
19. leakage of powder or liquid; any process of cleaning, restoring or repairing
20. claims relating to prams, buggies, wheelchairs, pedal cycles, motor vehicles, marine equipment, diving equipment, watercraft, surfboards or sports equipment.

#### **SECTION 9 - DELAYED BAGGAGE**

We will pay up to the amount shown in the summary for every twenty-four hour period that you remain without your baggage subject to proof of purchase for emergency purchases of essential items of clothing or requisites, and providing your baggage is certified by the carriers (or their handling agents) in writing to have been lost or misplaced on the outward journey for at least twenty-four hours from the time of arrival at the holiday destination, and a property irregularity report for airlines, and an incident report for tour operators or holiday companies.

#### **CONDITIONS APPLICABLE TO SECTION 9 ONLY**

1. All purchase receipts must be retained in support of a claim.
2. You cannot claim under both sections 7 and 9 for the same loss.

#### **SECTION 10 - PASSPORT/DRIVING LICENCE INDEMNITY**

We will indemnify you up to the limit shown in the summary in respect of essential additional travel and accommodation expenses necessarily incurred within one week prior to the holiday and during the period of the holiday outside your usual country of residence, in the event of your passport or driving licence being lost or stolen and as a result of obtaining a replacement thereof, subject always to the maximum amount shown in the summary.

#### **EXCLUSIONS APPLICABLE TO SECTION 10 ONLY**

Section 10 of the insurance does not cover:

1. loss, destruction or damage
  - i. arising from confiscation or detention by customs officials or other authorities
  - ii. due to wear and tear
  - iii. not reported to the consular representatives of the relevant issuing country within twenty-four hours of discovery of loss, and a written report obtained
2. loss from any unattended motor vehicle.

#### **SECTION 11 - PERSONAL LIABILITY**

We will indemnify you up to the limit shown in the summary (inclusive of costs) in respect of your legal liability arising from accidental bodily injury to third parties or accidental loss of or damage to third party property occurring during the period of insurance.

In the event of your death we will, in respect of the liability incurred by you, indemnify your personal representatives in the terms of and subject to the limitations of this section, provided that such personal representatives shall act as though they were you and observe, fulfil and be subject to the terms, exclusions and conditions of this section insofar as they can apply.

#### **SECTION 12 - GROUP TRAVEL ORGANISER'S LIABILITY**

**Group travel organiser:** shall mean the person, whose name was provided to Travellers Protection Services upon payment of the premium, who arranged the holiday/trip and is responsible for its administration and operation direct with the transport and accommodation providers. This definition does not extend to include professional holiday companies.

**Cover under this section applies only where indicated in the summary**

This section of the insurance shall pay up to the amount specified in the summary (inclusive of costs) which you in your capacity as group travel organiser (as defined above) become legally liable to pay due to:

- i. the illness, bodily injury or death of any person, or
- ii. loss of or damage to property that does not belong to and is neither in the care, custody or control of the group travel organiser resulting from an event caused by the group travel organiser and occurring during the period of insurance.

#### **EXCLUSIONS APPLICABLE TO SECTION 12 ONLY**

Section 12 of the insurance does not cover:

1. the first £50 for third party property damage
2. any liability for loss of or damage to property or illness, bodily injury or death:
  - (a) for which indemnity is already provided for by any other insurance
  - (b) which is increased through the group travel organiser's own act or omission
  - (c) arising out of the group travel organiser's occupational, professional or other similar capacity (other than within their duties as group travel organiser whilst on the holiday/trip)
  - (d) arising from animals in the care, custody or control of the group travel organiser
  - (e) which is assumed by the group travel organiser by arrangement
3. any liability for death, illness or bodily injury suffered by the group travel organiser
4. compensation or other costs arising from accidents involving the group travel organiser's ownership, occupation or possession of:
  - (a) land or buildings (other than the temporary occupation of a residence for holiday purposes only)
  - (b) mechanically propelled vehicles, aircraft, watercraft or any trailers or caravans attached thereto
5. participant to participant liability in respect of sporting activities.

#### **IMPORTANT**

You may only benefit from either section 11 or 12. You may not claim under both sections.

#### **EXCLUSIONS APPLICABLE TO SECTIONS 11 AND 12**

Sections 11 and 12 of the insurance do not cover:

1. liability arising from:
  - i. the use or possession of vehicles, aircraft or water-craft, trailers or caravans
  - ii. loss of or damage to property belonging to, or held by, you in trust
  - iii. any wilful or malicious act
  - iv. the carrying on of any profession, trade or business
2. employers' liability, contractual liability or liability to a member of your family, or any member of the travelling party
3. liability assumed by you by arrangement
4. liability arising from animals belonging to you or in your care, custody or control
5. liability arising from the ownership or occupation of land or buildings (other than the temporary occupation of a residence for holiday purposes only)
6. liability arising from the possession or use of firearms
7. legal costs arising from any criminal liability proceedings
8. your costs and expenses incurred without our prior written consent
9. any liability arising out of the Road Traffic Act or its local equivalent.

#### **SECTION 13 - LEGAL EXPENSES**

We will pay for legal expenses incurred by you up to the amount shown in the summary in the pursuit of legal proceedings for compensation and/or damages directly arising from or out of your bodily injury or death during the period of insurance.

#### **CONDITIONS APPLICABLE TO SECTION 13 ONLY**

We shall have complete control over the legal proceedings and the appointment of a solicitor.

### **EXCLUSIONS APPLICABLE TO SECTION 13 ONLY**

Section 13 of the insurance does not cover:

1. any claim brought against Travellers Protection Services (TPS) or our agents, your family or any member of your travelling party
2. legal expenses incurred prior to the granting of TPS support
3. any claim reported more than thirty one days after the commencement of the incident giving rise to such claim
4. any claim where we consider your prospects of success in achieving a reasonable benefit are insufficient
5. any claim emerging from the pursuance to a contingent fee agreement between you and your counsel
6. any claim for travel and accommodation expenses which you have incurred whilst pursuing legal action
7. any claims for legal costs where you are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence
8. pursuing claims as part of or on behalf of a group or organisation.

### **CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE**

1. It is a condition that all material facts have been disclosed to TPS. Failure to do so may affect your rights under this insurance. Following a change in material fact disclosed to TPS by you during the period of insurance, we reserve the right to amend or cancel your insurance, providing you with a pro-rata refund of premium. If you are in any doubt as to whether a fact is 'material', then for your own protection it should be disclosed to Travellers Protection Services.
2. Written notice of any event which may give rise to a claim shall be given to TPS (or our claims service) as soon as practicable, and in any event no later than 31 days after the incident giving rise to the loss. All documents, certificates and evidence required in support of a claim, including items being claimed for if required by TPS, shall be produced by you, and at your expense.
3. Except with TPS written consent, no person is entitled to admit liability on behalf of TPS or to give any representations or other undertakings binding upon TPS. We shall be entitled to conduct all proceedings arising out of or in connection with claims in your name, and to instruct solicitors of TPS's own choice for this purpose.
4. The due observance and fulfilment of all the terms and conditions of this insurance by you, or anyone acting on your behalf, insofar as they relate to anything to be done or complied with by you, or anyone acting on your behalf, shall be a condition precedent to TPS liability to make any payment under this insurance.
5. No refund of premium is allowed (other than in respect of the premium refund guarantee) once the insurance has been effected. In the event that your holiday dates are revised to a date within three months of the original holiday, we may, at our discretion, agree to transfer the insurance.
6. You must exercise due care and attention at all times for the safety of your property and take all reasonable steps to prevent accident, loss or damage.
7. Our liability shall be conditional upon the observance by you of the terms and conditions of this insurance and the truth and completeness of the statements and answers supplied by you and on your behalf. If a claim is in any respect false or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits from this insurance, all benefits under this insurance shall be forfeited and no return of premium shall be due.
8. This certificate shall be governed by and construed in accordance with the law of England and Wales unless the certificate holder's habitual residence ( in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.
9. If at the time of any loss, damage or liability arising under this insurance there is any other insurance covering the same loss, damage or liability, we will pay only our rateable proportion.
10. You may not transfer your interest in this insurance.
11. Each insured shall be deemed to be insured separately.
12. Our total liability shall not exceed the respective sums stated in the summary.

13. You shall submit to medical examination at your expense, except postmortem which we reserve the right to have undertaken at our own expense.
14. We may, at our own expense, take proceedings in your name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance, and any amount so recovered shall belong to us.
15. This policy may be rescinded or cancelled without the consent of a third party.
16. Costs will be limited to those that would have been incurred if you were resident of the UK.
17. 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 subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE**

This insurance does not cover:

1. claims (for you or anyone else upon whom your trip depends) arising directly or indirectly from:
  - a) pre-existing medical conditions which you (or anyone else upon whom your trip depends) knew about, or could reasonably have been expected to have known about, unless declared to and accepted in writing by Travellers Protection Services
  - b) travelling or acting against medical advice
  - c) awaiting results of tests or medical investigations
  - d) being on a hospital waiting list for treatment
  - e) having received a terminal prognosis
  - f) pregnancy, where the pregnancy will exceed 26 weeks by the return date of the trip
  - g) anxiety, stress or depression (unless admitted as an in-patient)
  - h) failure to obtain the recommended vaccinations
2. circumstances of which you are aware at the time of effecting this policy
3. losses directly or indirectly occasioned by, happening through or in consequence of:
  - i. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation by nationalisation or requisition and/or destruction of or damage to property by or under the order of any government or local authority or riot or civil commotion
  - ii. alcoholism, the use of intoxicating drink or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for drug addiction) or self exposure to needless peril (except in an attempt to save human life), wilfully self-inflicted injury or harm
  - iii. nuclear fission, nuclear fusion or radioactive contamination
  - iv. consequential loss of any kind
  - v. prohibitive regulations by the government of any country
  - vi. any unlawful act or criminal proceedings against the insured, or any other person on whom the holiday plans depend except this exclusion shall not apply in the event of your obligation to attend a court of law under subpoena as a witness, unless such obligation to attend falls within your occupational, professional or other similar capacity
  - vii. the tour operator, coach operator, transport company or hotel:
    - a) causing a delay in the commencement of the holiday
    - b) levying a surcharge, thus increasing the basic brochure price of the holiday
  - viii. failure to notify the hotel or holiday establishment, or tour operator or travel agent or booking agent or provider of transport immediately it is found necessary to cancel or curtail the travel arrangements
  - ix. the failure or inability of any equipment or any computer program to recognise or to correctly process any date as its true calendar date, or to continue to function correctly beyond that date other than for loss, damage, expenses or consequential loss not otherwise excluded which itself results from the operation of an insured cause (not applicable in respect of sections 1,2 and 3)
  - x. your failure to obtain the recommended vaccinations
  - xi. sexually transmitted diseases
  - xii. injury, illness, death, loss, expense or any 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 variations thereof

- xiii. your financial incapacity
- 4. any loss whereby any period of disability or loss whatsoever is increased through your own act or omission
- 5. any property more specifically insured
- 6. incidents which may give rise to a claim not notified in writing to us (or our Claims Service) within thirty one days of the incident giving rise to the loss
- 7. third party rights and no party other than you may claim benefit under the terms of this insurance
- 8. failure in provision of any part of the booked itinerary including error, omission, or default by the provider of any service forming part of the booked itinerary
- 9. any part of a claim which is unproven or unsubstantiated.

#### **MEDICAL CONDITIONS – PLEASE READ CAREFULLY**

When you take out a Simply Groups policy, you must declare any material fact which may influence the insurer's opinion in accepting you for cover. The Simply Groups policy does not cover claims arising directly or indirectly from any pre-existing medical condition. This exclusion applies not only to the health of the people travelling, but also to the health of any others upon whom the trip depends.

However, for the people travelling ONLY, we are sometimes able to extend cover for pre-existing medical conditions upon payment of an additional premium. Please contact Travellers Protection Services on 08707 744408 to discuss your requirements. Before you call, please read general exclusions applicable to all sections of this insurance, which shows what we will definitely not be able to provide cover for.