



LLOYD'S
TRAVEL
POLICY

 **J.S. JOHNSON**
PEACE OF MIND
INSURANCE AGENTS & BROKERS



POLICY SCHEDULE

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ENDORSEMENTS



Operative Clause

This Certificate certifies that we, underwriters at Lloyd's, London, subscribing to Contract No. noted on the Schedule, each for his own part and not one for another and in respect of his due proportion only (hereinafter referred to as "the Insurers"), in consideration of the Premium, bind ourselves with the Insured to a contract of insurance the due terms conditions provisions exceptions and limitations of which are herein defined.

Signed for and on behalf of the Insurer

J.S. JOHNSON & COMPANY, LIMITED
Authorised Agents

Date

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CLASSIC TRAVEL INSURANCE

In consideration of the payment of the premium specified herein, **We** are hereby bound, severally and not jointly, **Our** Executors and Administrators, to insure the person(s) named in the Schedule for the amount(s) shown in the Table of Benefits herein.

Each **Insured Person** is insured separately, the terms and conditions of this Policy apply separately to each **Insured Person**.

IN ALL COMMUNICATIONS THE POLICY NUMBER APPEARING IN THE SCHEDULE SHOULD BE QUOTED.

PLEASE READ THIS POLICY AND SCHEDULE CAREFULLY. IF THE SCHEDULE IS INCORRECT PLEASE RETURN IT IMMEDIATELY TO YOUR AGENT/BROKER FOR ALTERATION.

MONEY BACK GUARANTEE

If this Insurance does not meet your needs, please return this Policy of Insurance together with the Schedule to **Your** Agent/Broker within 14 days of receipt and a full refund of premium and tax will be made subject to no trips having taken place and no claims being made. No return of premium will be made after this period.

RECIPROCAL HEALTH AGREEMENT

If **You** will be travelling to a European Union Country or Switzerland, **You** should apply for a European Health Insurance Card (EHIC) and take it with **You**.

More information about the EHIC and how to apply can be found at:

www.dh.gov.uk/PolicyAndGuidance/HealthAdviceForTravellers/fs/en

If **You** need treatment while **You** are abroad, **You** should use **Your** European Health Insurance Card (EHIC) it will save **You** paying the Excess Amount stated in the Schedule for Medical Expenses under Section A.

GEOGRAPHICAL LIMITS

The geographical limits in this Insurance are worldwide excluding: Afghanistan, Chad, Chechnya, Iraq, West Bank Gaza Strip, Nigeria, Somalia and Sudan. Except for visits due to force majeure or the scheduled transit or Stop over not exceeding 24 hours of an aircraft or vessel in which the **Insured Person** is traveling.

This insurance is only available to: Persons in good health who are traveling away from their normal domicile for conventional non-working holidays or business trips of two months or less that do not involve competitions in sporting events, hazardous or manual work, international overland journeys through Africa or Asia (unless previously declared and by rail), or professional entertaining.

OPERATIVE TIME

The Operative Time differs between **Single Trip Travel** and **Multi Trip Travel Insurance** products. The Schedule shows which product has been purchased.

Single Trip Travel Insurance

This Insurance shall cover:

- a) Persons under 65 years of age at the commencement of the trip (this can be amended up to a maximum age of 74 years at the date of travel provided **We** have been advised and the appropriate premium paid).
- b) Any trip not involving any hazardous activities unless declared to and agreed by **Us**.
- c) Any trip involving Winter Sports provided the appropriate premium has been paid.
- d) Any trip with a maximum duration of 60 days (limited to 31 days if **You** are aged 65 years or older).

For all Sections other than Cancellation, cover operates during the Period of Insurance shown in the Schedule from the time **You** leave home or **Your** place of employment at the commencement of the trip (whichever is the later) during the whole time away and until return to home or place of employment (whichever is the earlier).

Cancellation cover operates from the date of booking a trip or the Date of Issue of this Policy as shown in the Schedule (whichever is the later) up until commencement of the trip.

Multi Trip Travel Insurance

This Insurance shall cover:

- a) Persons under 65 years of age at the commencement of the Period of the trip (this can be amended up to a maximum age of 74 years at the date of travel provided **We** have been advised and the appropriate premium paid).
- b) Trips with a destination outside the **The Insured persons country of domicile**.
- c) Trips not involving any hazardous activities unless declared to and agreed by **Us**.
- d) Trips with a destination within the **The Insured persons country of domicile** provided such trips involve at least 3 night's accommodation that have been booked before commencement of the trip.
- e) Trips involving Winter Sports up to a maximum of 17 days in all during the Period of Insurance, provided the appropriate premium has been paid.
- f) Trips not exceeding 60 consecutive days.

For all Sections other than Cancellation, cover is operative for trips commencing and ending during the Period of Insurance shown in the Schedule. A trip is deemed to last from the time **You** leave home or **Your** place of employment at the commencement of the trip (whichever is the later) during the whole time away and until return to home or place of employment (whichever is the earlier).

Cancellation cover operates from the date of booking a trip or the commencement date of the Period of Insurance shown in the Schedule (whichever is the later) until commencement of the trip or expiry of the Period of Insurance whichever is the earlier.

Each trip is deemed to be a separate insurance, each being subject to the terms and conditions of this Policy.

DEFINITIONS

Wherever the words below appear they shall have the same specific meaning throughout this Policy. Defined words are shown in bold wherever they appear.

“ACCOMMODATION AND TRAVEL EXPENSES” means room only accommodation and a one-way economy ticket per person for the most appropriate method of transport.

“CLOSE RELATIVE” means spouse, resident companion, fiancé(e), parent, parent-in-law, brother, brother-in-law, sister, sister-in-law or child.

“COUNTRY OF DOMICILE” means the Country in which You normally reside.

“DEPENDENT CHILDREN” means all children under 18 years of age, or under 23 years of age if in full time education, who normally reside with, and are travelling with an adult insured under this Policy.

In respect of **Multi Trip Travel Insurance** only **“Dependent Children”** means all children under 18 years of age, or under 23 years of age if in full time education, who normally reside with, and are travelling with an adult insured under this Policy, or travelling with a guardian over the age of 25 years.

“EUROPE” means mainland Europe and includes Southern Ireland, the Channel Islands, the Azores, Madeira, the Canary Islands, Mediterranean Islands and Turkey.

“FAMILY” means **You, Partner** and **Dependent Children**.

“HI-JACK” means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew thereof, in which **You** are travelling as a passenger.

“INSURED PERSON(S)” means such Person(s) named in the Schedule.

“LOSS OF LIMB” means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.

“MEDICAL PRACTITIONER” means a registered, qualified, practicing member of the medical profession, who is not related to **You** or any person travelling with **You**.

“PARTNER” means the spouse or any person who has co-habited with **You** for at least six (6) consecutive months.

“PERMANENT TOTAL DISABLEMENT” means disablement which entirely prevents **You** from attending to any business or occupation for which **You** are reasonably suited by training, education or experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

“PHOTOGRAPHIC EQUIPMENT” means cameras, camcorders and any accessories.

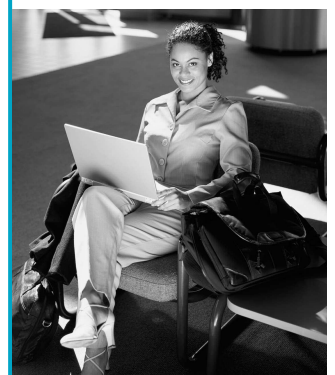
“TRAVEL PARTY” means friends, relatives or business associates who are travelling with **You** to the same destination.

“UNATTENDED” means an article (other than baggage left in the custody of a carrier) not close enough to **You** for **You** to prevent unauthorised interference with such article by a third party.

“VALUABLES” means spectacles, sunglasses, contact or corneal lenses, watches, furs, jewellery, precious metals and video, audio and computer equipment including accessories.

“WE/US/OUR” means Certain Underwriters at Lloyd’s, London.

“YOU/YOUR(S)” means each **Insured Person** stated in the Schedule.



General Exclusions

We shall not be liable under any Section of this Policy in respect of:

1. Any trip which is booked or commenced by **You** contrary to medical advice, or to obtain medical treatment, or after a terminal prognosis has been made.
2. Any claims or expenses arising directly or indirectly from any medical condition for which **You** have been given medical advice or treatment by a **Medical Practitioner** or hospital during the 12 months prior to the date of purchase of cover under this Policy.
3. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if **You** are, or would have been pregnant for 7 months or longer at any point during a trip.
4. Any trip in connection with **Your** business or occupation unless declared to and accepted by **Us**.
5. Any claims due to Winter Sports, unless this Insurance has been extended and the appropriate premium paid. The Winter Sports extension shall not however cover **You** whilst participating in ski and ski-bob racing in international or national events, services or inter services championships, or heats or officially organised practice or training for these events, ski jumping, glacier skiing, ice hockey, heli-skiing or the use of skeletons or bob-sleighs.
6. Any claims due to any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder, including stress, anxiety and/or depression.
7. Any claims directly or indirectly caused or contributed to by **Your** intentional self-injury, suicide or attempted suicide, provoked assault, duelling or fighting (except in bona fide self defence) or from **Your** own criminal act or whilst engaged or taking part in civil commotions or riots of any kind.
8. Any claims caused by alcohol abuse, drugs or solvents (other than drugs prescribed by a registered **Medical Practitioner** but not for the treatment of drug addiction).
9. Death, disablement, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
10. Any part of any trip which is booked or commenced in the knowledge that such trip will exceed the maximum duration(s) shown within the Operative Time, unless disclosed to and accepted by **Us**.
11. Any claims for expenses arising as a consequence of a loss (e.g. loss of earnings due to an insured accident, change of locks due to lost keys and the like).



12. Any claims consequent upon Venereal Disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) howsoever these have been acquired or may be named.

Note: Claims for repatriation on the grounds of the fear of contracting A.I.D.S. from medical treatment will not be admitted.

This exclusion shall only apply to Section A – Medical and Additional Expenses, Section B – Cancellation and Curtailment, Section F – Personal Accident and Section G – Hospital Benefit.

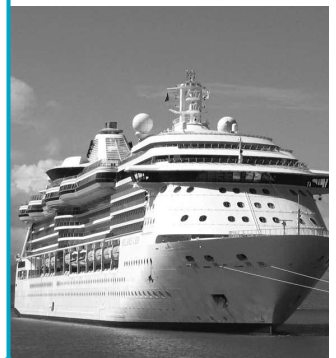
13. Any claims due to **You** being engaged in or participating in mountaineering or rock climbing normally involving the use of ropes or guides; potholing; all forms of racing other than on foot; diving involving the use of breathing apparatus; any form of operational duties as a member of the armed forces (except unavoidable requirement for **You** and/or any member of the **Travel Party** to be present in the **The Insured persons country of domicile** for service in any military or civil emergency), professional entertaining, organised sports, or flying (other than when travelling by air solely as a passenger), ski jumping, ski racing, ice hockey, snow boarding, the use of bobsleighs or skeletons and loss of or damage to hired clothing, hired equipment and skis whilst in use.
14. **You** participating in Military, Air Force or Naval Service or Operations (other than reserve or volunteer training).

15. Any claims in any way caused or contributed to by (a) the failure of, or (b) the fear of failure of, or (c) the inability of any equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date. This Exclusion shall only apply to Section B - Cancellation and Curtailment, Section C - Missed Departure and Delay and Section H - Personal Baggage, Clothing or Effects and Money.
16. Any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Additional GENERAL EXCLUSION in respect of Multi Trip Travel Insurances only

1. Any claims arising from any health condition, where such condition has already been the subject of a claim under this Insurance in respect of any earlier trip.



General Conditions

1. Any fraud, misstatement or concealment in the statements made by or on behalf of **You** prior to or when arranging this Insurance or in the submission of a claim made hereunder shall render this Policy null and void and all claims shall be forfeited.
2. No endorsement or amendment to this Policy shall override the exclusions applicable to Section D, Personal Liability.
3. **You** are required to take all reasonable precautions to protect yourselves and **Your** property as though they are uninsured.

EXTENSION

If **You** have not returned to the **The Insured persons country of domicile** before the expiration of a trip for reasons which are beyond **Your** control, this Insurance will remain in force for a further 21 days or until return, whichever is the earlier, without additional premium, but in the event of **You** being hi-jacked, cover shall continue whilst **You** are subject to the control of the person(s) or their associates making the Hi-Jack and during travel direct to **Your** home or place of employment (whichever the earlier) and/or original destination, up to twelve months from the date of the Hi-Jack.

WHO TO CONTACT

EMERGENCY ASSISTANCE SERVICES

The Policyholder and Insured Persons should use the services of the following named assistance company to the full for all emergency medical matters, in-patient hospital treatment and repatriation. The assistance company will be solely responsible for all decisions on the most suitable practical and reasonable solution to any problem, and all such assistance is subject to the prior approval of said assistance company.

SPECIALTY ASSISTANCE LTD.
Telephone: +44 (0)20 7902 7405
Fax: +44 (0)20 7407 9206
Email: assistance@specialty-group.com

Specialty Assistance Ltd may be contacted at any time, should the Insured Person require advice or assistance regarding all emergency medical matters.

In the event of an Insured Person requiring in-patient hospital treatment and/or repatriation, it is imperative that Specialty Assistance Ltd is contacted and authorisation obtained prior to such treatment and/or repatriation taking place.

Specialty Assistance Ltd must be informed that this Insurance covers the person concerned and the following details must be provided:

- The Policyholder's name and address.
- The Insured Person's name and address they are staying at.
- The name and phone number of the doctor and hospital treating the Insured Person.
- The Contract of Insurance number shown on the Schedule.
- The Period of Insurance shown on the Schedule.
- The nature of the emergency.

Failure to contact Specialty Assistance Ltd and obtain authorisation may prejudice the claim and may mean that not all the costs involved will be paid. The Policyholder and the Insured Person should not attempt to find their own solution and then expect full reimbursement from the Insurers without prior approval first having been obtained from Specialty Assistance Ltd.



Notice to Insured Person

Law Applicable

The cover referred to in this Policy is subject to English Law and the English Courts alone shall have jurisdiction in any dispute arising hereunder.

Complaints Procedure

Any complaint should be addressed in the first instance to the Agent/Broker who sold you this insurance.

In the event that **You** remain dissatisfied and wish to take the matter further **You** can do so at any time by referring to the Complaints Department at Lloyd's. The contact details are:

Complaints Department
Lloyd's
One Lime Street
EC3M 7HA

Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

E-mail: Lloyds-Regulatory-Complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

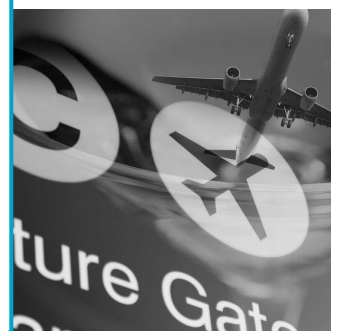
This complaint procedure is without prejudice to **Your** right to take legal proceedings.

DATA PROTECTION CLAUSE

It is understood by **You** that any information about **You** will be processed by **Us** in compliance of the Data Protection Act 1998 and only for the purposes of providing **Your** insurance cover and handling any claims. This may necessitate providing such information to third parties.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



SECTION A

Medical and Additional Expenses

SECTION A – MEDICAL AND ADDITIONAL EXPENSES

We will pay up to the Amount of Insurance shown in the Table of Benefits for the following expenses should **You** suffer accidental bodily injury or illness during the Operative Time:

1. Normal and necessary expenses incurred outside the **The Insured persons country of domicile** for medical or surgical treatment including specialist's fees, emergency dental treatment up to \$500 for the immediate relief of pain only, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites and ambulance charges.
2. Additional **Accommodation and Travel Expenses** incurred by **You** and any one **Close Relative** or member of **Your Travel Party** who has to remain or travel with **You** should you be injured or ill.
3. **Accommodation and Travel Expenses** of one person to travel from the **The Insured persons country of domicile** if their presence with **You** is necessary on medical grounds.
4. Reasonable expenses incurred in transporting **Your** remains or ashes to **Your** former place of residence in the **The Insured persons country of domicile** or funeral expenses incurred abroad.
5. Expenses incurred, for the provision of an air ambulance or the use of air transport, including qualified attendants, to repatriate **You** to the **The Insured persons country of domicile** should **You** be seriously ill or injured.

SPECIAL CONDITION

1. Under sub-sections 2, 3, 4 and 5 of this Section, any claims for costs or expenses must be pre-authorized by the **24 Hour Emergency Service Company**.

EXCLUSIONS

We shall not be liable to pay for:

1. The Excess Amount of each and every loss stated in the Schedule.
2. The costs of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a trip.
3. Any expenses incurred more than 12 months after the date the first expense was incurred, or any continuing expenses incurred after **You** are fit to travel to the **The Insured persons country of domicile**.
4. Any expenses for treatment that could have been delayed until **Your** return to the **The Insured persons country of domicile**.
5. Private health treatment unless specifically approved by the **24 hour Emergency Service Company**.



SECTION B – CANCELLATION AND CURTAILMENT

We will pay up to the Amount of Insurance shown in the Table of Benefits for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused pre-booked excursions (including additional Accommodation and Travel Expenses incurred for return to the The Insured persons country of domicile) should the projected trip be cancelled before commencement or curtailed before completion, directly as a result of:

1. Death, accidental bodily injury, illness or compulsory quarantine of:
 - a) **You**, or
 - b) any member of the **Travel Party**, or
 - c) any person with whom **You** intend to reside with during the trip, or
 - d) any **Close Relative** or business associate necessitating **Your** presence in the **The Insured persons country of domicile**.
2. Redundancy (provided that such redundancy qualifies for payment under the **The Insured persons country of domicile's** Redundancy Payments Acts) of:
 - a) **You**, or
 - b) any member of the **Travel Party**.
3. Summoning to jury service or witness attendance in a court of the **The Insured persons country of domicile** or unavoidable requirement to be present in the **The Insured persons country of domicile** for service in any military or civil emergency of:
 - a) **You**, or
 - b) any member of the **Travel Party**.
4. Major damage or burglary within 7 days immediately prior to a trip at the home or place of employment of:
 - a) **You**, or
 - b) any member of the **Travel Party**, or
 - c) any person with whom **You** intend to reside with during the trip.
5. Adverse weather conditions making it impossible for **You** to travel to the point of departure at commencement of the outward trip.

EXCLUSIONS

We shall not be liable to pay for:

1. The Excess Amount of each and every loss stated in the Schedule.
2. Any claims attributable to any condition or set of circumstances known to **You** at the time of effecting this Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or curtailement of a trip.
3. Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or curtail a trip.
4. **Your** disinclination to travel.



SECTION C

Missed Departure and Delay



PART 1

We will pay either:

1. up to \$500 to meet a reserved connection for travel from the **The Insured persons country of domicile**, or
2. up to \$500 to reach **Your** pre-booked accommodation outside the **The Insured persons country of domicile**, or
3. up to \$250 to meet a reserved connection for return travel to **Your** home in the **The Insured persons country of domicile**, if at the commencement of, or during a trip to or from the **The Insured person's** country of domicile, **You** arrive at the designated international departure point too late to meet a reserved air, sea, coach or rail journey due to the transport that **You** are travelling in being delayed or interrupted by one or more of the Insured Events listed below.

PART 2

- a) We will pay up to \$150 in accordance with the following scale, should the aircraft, sea vessel, coach or train on which You are booked for international travel be delayed as a result of one or more of the Insured Events listed below:

SCALE

1. \$30 for the first completed 12 hour period of delay, and
 2. \$15 for each subsequent completed 12 hour period of delay.
- b) In the event of delay or interruption covered under PART 2a) of at least 24 hours, We will pay up to \$3,000 for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event that **You** opt to cancel the trip.

INSURED EVENTS

1. In respect of delay or interruption to non-scheduled transport (e.g. private car): Strike, locked out workers, industrial action, riot or civil commotion, criminal act, fire, avalanche, landslide, earthquake, flood or accident to or mechanical break down of such non-scheduled transport.
2. In respect of delay or interruption to scheduled public transport (e.g. coach, train, ferry and the like):

Strike, locked out workers, industrial action, riot or civil commotion, criminal act, fire, avalanche, landslide, earthquake, flood or accident to or mechanical break down of such scheduled transport, adverse weather conditions.

EXCLUSIONS

We shall not be liable to pay for:

1. Any claims arising out of any of the contingencies specified under Insured Events if they had already started or been forecast before the original reservations were made.
2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
3. Additional costs where the scheduled public transport operator has offered alternative travel arrangements.
4. Under Parts 1 and 2b only, the Excess Amount of each and every loss stated in the Schedule.

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PART 2 - continued

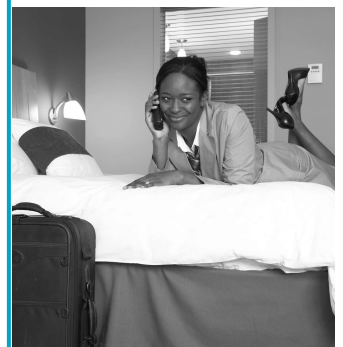
EXCLUSIONS (continued)

5. In respect of Part 2 only, any claims attributable to any condition or set of circumstances known to **You** at the time of effecting this Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this Section.
6. In respect of Part 2 only, any claims arising directly or indirectly out of **Your** failure to check-in according to the itinerary supplied to **You**.

SPECIAL CONDITIONS

1. A claim can only be made under one of the Parts of this Section in respect of each loss.
2. **You** must allow sufficient time for the transport **You** are travelling in to arrive and deliver **You** to the departure point on schedule so that **You** can check-in according to the itinerary.
3. **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.
4. **You** must obtain confirmation from the carriers or their handling agents in writing of the number of hours of delay and the reason for the delay.

Missed Departure and Delay



SECTION D

Personal Liability

PERSONAL LIABILITY

We will indemnify up to the Amount of Insurance shown in the Table of Benefits, any one event or series of events in all (including legal expenses), should **You** become legally liable to pay claims for accidental bodily injury to the public or accidental loss of or damage to property, occurring during the Operative Time.

EXCLUSIONS

We shall not be liable to pay for:

1. Any claims arising out of accidental bodily injury to any member of **Your** family or household or to any employee.
2. Any claims arising from loss of or damage to property belonging to or in **Your** care, custody or control or any member of **Your** family or household or of an employee.
3. Any claims arising out of the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals.
4. Any claims arising out of the ownership, possession, occupation or use of lands or buildings.
5. Any claims arising out of **Your** profession, occupation or business or arising out of liability assumed under a contract, if such liability would not otherwise have attached.

SPECIAL CONDITIONS

1. **You** must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without the written consent of **Us**.
2. **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** name, the defence of any claim or to prosecute in **Your** name for **Our** own benefit any claims for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. **You** shall, whenever possible, give all such information and assistance as **We** may require.



SECTION E

Legal Expenses

LEGAL EXPENSES

We will pay up to the Amount of Insurance shown in the Table of Benefits, for legal expenses incurred by or on behalf of **You** in the pursuit of a claim for damages against a third party who has caused accidental bodily injury to or illness or death to **You** during the Operative Time.

EXCLUSIONS

We shall not be liable to pay for:

1. Legal expenses incurred without **Our** written consent (which shall not be unreasonably withheld).

2. Actions against travel agents, tour operators, underwriters, insurers or their agents, or **Your** family.

SPECIAL CONDITIONS

1. Claims must be notified to the Underwriters within 60 days of occurrence.
2. **We** shall be entitled to nominate and appoint a legal representative to act on **Your** behalf and to have direct access to the legal representative at all times.
3. **We** reserve the right to withdraw at any stage and thereafter **We** shall not be liable for any further expenses.

PERSONAL ACCIDENT

Should **You** suffer bodily injury caused by accidental, visible and violent means during the Operative Time which solely and independently of any other cause within 12 calendar months of the date of the accident results in **Your** death or disability as stated in the Schedule of Compensation **We** will pay up to the Amount of Insurance shown in the Table of Benefits in accordance with the Schedule of Compensation.

Provided Always That:

1. Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one accident.
2. The total sum payable under this Section for any one or more accidents shall not exceed in all, the largest Sum Insured payable under any one of the items of the Schedule of Compensation.
3. The Sum Insured by Item 1 of the Schedule of Compensation shall be restricted to \$2,500 if **You** are under 18 years of age, or under 23 years of age if in full time education.

4. If an accident causes **Your** death within twelve months following the date of the accident and prior to a settlement under Items 2 to 4 of the Schedule of Compensation, the amount paid shall be that provided for in the case of death.

SPECIAL CONDITION

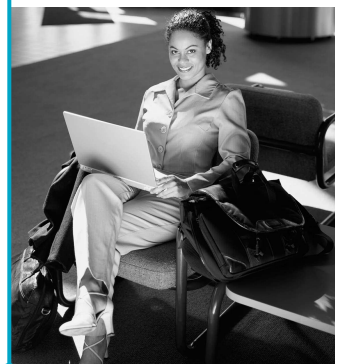
1. In the event of an accident involving more than one **Insured Person** where the claim exceeds \$250,000, the compensation payable in respect of such **Insured Persons** shall be proportionately reduced until the total claim does not exceed such monetary limit.

DISAPPEARANCE EXTENSION

If **You** disappear during the Operative Time and **Your** body is not found within 90 days after such disappearance, and sufficient evidence is produced satisfactory to **Us** that leads **Us** inevitably to the conclusion that **You** sustained accidental bodily injury and that such injury caused **Your** death, **We** shall forthwith pay the death benefit under this Section provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if **You** are subsequently found to be living.

SECTION F

Personal Accident



SECTION G

Hospital Benefit

HOSPITAL BENEFIT

We will pay the Amount of Insurance shown in the Table of Benefits for each completed 24 hour period up to \$1,000 in total should **You** suffer accidental bodily injury or illness during the Operative Time which necessitates in-patient hospital treatment outside the **The Insured persons country of domicile**.

SECTION H

Personal Baggage, Clothing or Effects and Money

PERSONAL BAGGAGE, CLOTHING or EFFECTS AND MONEY

We will pay up to the Amount of Insurance shown in the Table of Benefits in the event of loss of or damage to personal baggage, clothing or effects and **Money** (including reasonable expenses incurred as a result of loss of **Money**), during the Operative Time, subject to:

1. A limit of \$300 any one article or pair or set of articles (e.g. a pair of earrings, golf equipment and the like).
2. A limit of \$250 in total for all **Valuables**.
3. A limit of \$250 in total for all **Photographic Equipment**.
4. A limit of \$750 for **Money**, subject to a maximum of \$300 for cash, bank or currency notes.

EXCLUSIONS

We shall not be liable to pay for:

1. The Excess Amount of each and every loss stated in the Schedule.
2. Any claims due to moth, vermin, wear and tear and gradual deterioration, or **Money** shortages due to error, omission or depreciation in value.
3. Any claims in respect of **Money** not reported to the police within 24 hours of discovery, and a police statement obtained.

4. Any claims arising from confiscation or detention by customs or any other authority.
5. Any claims in respect of property otherwise insured.
6. Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours and a report obtained.
7. Any claims in respect of **Valuables, Photographic Equipment** or **Money** whilst in the custody of a carrier.
8. Any loss or damage whilst left **Unattended**, unless in a locked hotel room, safe, apartment or holiday residence.
9. Any claims arising out of electrical and/or mechanical breakdown.
10. Any claims arising from the fraudulent use of credit cards, charge cards or banker's cards, if **You** have not reported the loss of the card to the issuing bank or company, and otherwise not complied with the terms and conditions under which the card was issued. **Our** liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to **You**.
11. Any loss of or damage, directly or indirectly resulting from or attributable to war, invasion, civil war, armed hostilities, rebellion, revolution, insurrection, or military or usurped power, unless whilst airborne or waterborne.



PERSONAL BAGGAGE, CLOTHING or EFFECTS AND MONEY CONTINUED

NOTE:

1. **"Money"** shall mean:-
 - (a) Cash, bank or currency notes, travellers cheques, passports, green cards, petrol coupons or travel tickets, or
 - (b) Credit cards, charge cards, or banker's cards, resulting in the fraudulent use thereof.
2. In respect of foreign currency and travellers cheques only, cover shall be effective from the time of collection from a bank or travel agent or from 3 days prior to commencement of a trip, whichever is the later, and up to 2 days after completion of a trip, or time of conversion or encashment, whichever is the earlier.

SPECIAL CONDITIONS

1. **You** shall, in the event of any loss or damage, take all possible steps to make a recovery.
2. If **You** purchase a comparable replacement for a lost or damaged article, **We** shall pay for the replacement cost, providing that such article was less than 2 years old at the time, and that evidence of the original purchase is provided.

For articles 2 years old or more, or if the article is not actually replaced, or evidence of the original purchase cannot be provided, payment shall be based upon the value of such article at the time of loss, or the cost of repair.

BAGGAGE DELAY EXTENSION

If personal baggage, clothing or effects are temporarily lost for more than 12 hours by the carrier during the Operative Time, **We** will pay up to \$150 for the purchase of immediate necessities, but such payment will be deducted from the final claim if the loss becomes permanent.

Receipts for such purchases must be provided.

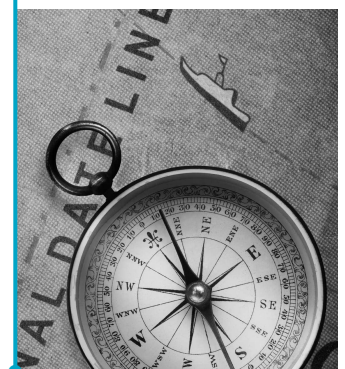
Personal Baggage, Clothing or Effects and Money

HI-JACK

In the event of the means of transportation being subjected to **Hi-jack** during the trip and **You** being detained as a result of such **Hi-jack** for a period in excess of 24 hours, **We** will pay an amount of \$50 for each 24 hour day of detention up the amount shown in the Table of Benefits.

SECTION I

Hi-Jack



SECTION J

Ski Passes, Ski Hire, Ski Clothing Hire and Tuition Fees

WINTER SPORTS EXTENSION

The following Sections shall only apply if the Winter Sports Extension is selected and the appropriate premium has been paid.

SECTION J SKI PASSES, SKI HIRE, SKI CLOTHING HIRE AND TUITION FEES

We will pay up to the amount shown in the Table of Benefits for any irrecoverable payments in respect of:

1. The unused proportion of any ski pass lost during the Operative Time.
2. The unused proportion of any ski pass, ski hire, ski clothing hire and tuition fees if:
 - (a) You suffer illness or accidental bodily injury during the Operative Time that is certified by a local **Medical Practitioner**, or
 - (b) The trip is cancelled for any of the reasons detailed in Section B.

SECTION K PISTE CLOSURE

In the event that all skiing facilities at a pre-booked resort outside the **The Insured persons country of domicile** are closed due to lack of snow during the Operative Time, **We** will pay:

1. up to \$10 per day for additional travel expenses incurred in reaching an alternative skiing site, or
 2. \$20 per day when no alternative skiing site is available.
- The maximum amount payable under this Section is \$200 each **Insured Person**.

EXCLUSIONS

We shall not be liable to pay for:

1. Any claims arising within **Europe** in respect of trips commencing or ending during the period 1st May to 30th November inclusive.
2. Any claims for travel expenses where the Tour Operator has made alternative travel arrangements.

SECTION L AVALANCHE

We will pay up to the amount shown in the Table of Benefits for additional **Accommodation and Travel Expenses** incurred if, as a result of avalanche, landslide or landslip, **You** are unavoidably delayed from leaving **Your** pre-booked resort outside the **The Insured persons country of domicile** during the Operative Time.

EXCLUSIONS

We shall not be liable to pay for:

1. Any claims arising within **Europe** in respect of trips commencing or ending during the period 1st May to 30th November inclusive.

SECTION K

Piste Closure

SECTION L

Avalanche





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