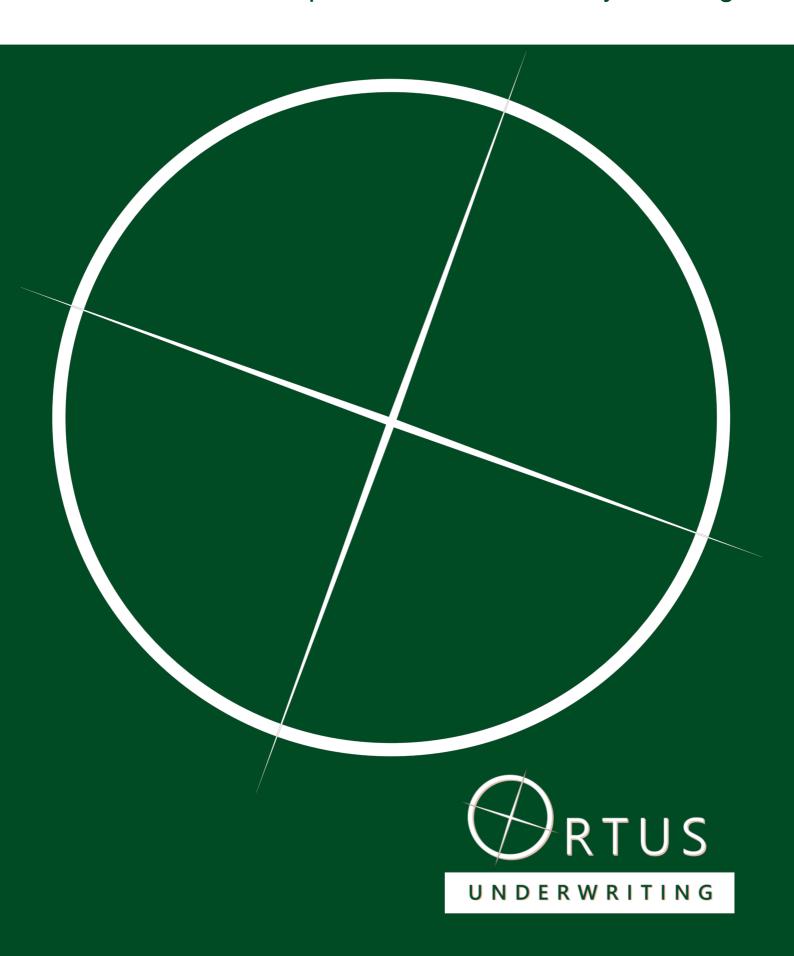
Derbyshire Benevolent Trust Membership Travel Scheme Policy Wording





Document	Member Schedule	
Policy Number	ORT/EBGBLT/9379605	
Policy Holder	Derbyshire Benevolent Trust	
Policy Holder's Address	c/o Unit 122, Coney Green Business Centre, Wingfield View, Clay Cross, S45 9JW	
Business Description	To provide and permit welfare and benevolent facilities for members and their families.	
Insured Persons	Any member of the Policy Holder's Insurance Scheme for whom a premium has been paid, their Partners and Dependant Children.	
Age Limits	Serving Officers & Police Staff (and Partners) of the Insured: 70 years of age Retired Officers (and Partners) of the Insured: 70 years of age Dependant Children: 18 years of age or 23 if in full-time education	
Operative Time	This insurance is to cover holiday trips commencing during the Period of Insurance, having a destination outside the United Kingdom, (or within the United Kingdom for trips that include a Pre-Booked overnight stay in publicly available accommodation or an internal flight), hereinafter called a "Period of Travel". The Period of Travel operates from the time of leaving home, or place of employment (whichever is the later), during the whole time away and until return to home, or place of employment (whichever occurs first). Cover in respect of Section 1, Cancellation, operates from the date of booking a trip or commencement date of the Period of Insurance whichever is the later.	
Maximum Trip Duration	60 days any one trip (30 days Winter Sports within the Period of Insurance) Note: Trips with a scheduled duration of more than 60 days are not covered under this Policy unless You have requested, and we have agreed, an extension and paid an additional premium. You should request an extension as soon as you have booked any such trip.	
Endorsement(s) Applicable	One	
Geographical Limit	Worldwide	
Reason for Issue	Renewal	
Security	Underwritten by Canopius Managing Agents Limited for Lloyd's Syndicate 4444	
Unique Market Reference	B1307C241271	

Period of Insurance

Policy Effective Date	1 st June 2025
Policy Expiry Date	31st May 2026
Date of Issue	21st May 2025

Broker Details

Broker Name	Arthur J. Gallagher Insurance Brokers Ltd
Broker Address	3rd Floor, Quayside House, 110 Quayside, Newcastle upon Tyne, NE1 3DX



Travel Cover

Section	Schedule of Benefits	Sum Insured Per Insured Person	Excess #
1	Cancellation or Curtailment Expenses	Up to £5,000	£40
2	Journey Continuation	Up to £1,000	£40
3	Travel Delay	Up to £100	None
	Pet Cover	Up to £300	None
4	Medical, Repatriation and Additional Expenses	Up to £10,000,000	£40
	Emergency Dental Treatment	Included within Item 4 up to £350	£40
5	Hospital Benefit	Up to £1,000	None
6	Personal Liability	Up to £2,000,000	£40
7	Legal Expenses	Up to £50,000	£100
8	Personal Baggage	Up to £2,000	£40
	Single Article or Set or Pair of Articles Limit	£500	
	Valuable Limit	£500	
	Money	Up to £500	£40
	Cash Limit (Insured Person age 16 and over)	£300	
	Cash Limit (Insured Person under 16 years of age)	£50	
	Loss of Passport	Included within Item 8 up to £250	None
9	Delayed Baggage	Up to £250	None
10	Personal Accident	Up to £25,000	None
10a	Accidental Death	100% of Item 10	
10b	Permanent Total Loss of Sight in One or Both Eyes	100% of Item 10	
10c	Loss of One or More Limbs	100% of Item 10	
10d	Permanent Total Disablement	100% of Item 10	
11	Hi-jack and Kidnap	Up to £15,000	None
12	Winter Sports		
	Ski Equipment	Up to £500	£40
	Equipment Hire	Up to £300	£40
	Ski Pack	Up to £400	£40
	Piste Closure	Up to £500	None
	Avalanche Closure	Up to £500	None
13	Catastrophe	Up to £500	None



14	Travel Disruption Extension, applies to		
	Section 1 – Cancellation or Curtailment	Up to £5,000	£40
	Section 2 – Journey Continuation	Up to £1,000	£40
	Section 3 – Travel Delay	£100	None
	Accommodation Cover	Up to £5,000	£40
15	Car Hire Excess Waiver	Up to £1,000	None

[#] The Excess applies per Insured Person Per Section, subject to a maximum of £100 in total in respect of all claims received by all Insured Persons, who are part of an Insured Family, due to any one cause regardless of the number of sections the claim relates to.

Medical Emergency Abroad Procedure

If **You** are covered under Section B Business Travel, in the event of **Illness** or **Accident** abroad which may lead to Hospital treatment or Curtailment of the trip, **You** or the **Insured Person** must contact:

Ortus Assistance, 24 Hour Emergency Service.

Please quote the reference Ortus.

Telephone: +44 (0)800 193 0092

Email: ah-assist@ortusunderwriting.com

When contacting Ortus Assistance, please advise the following:

- 1. The telephone number from which **You** are calling.
- 2. Your Policy Number
- 3. The name and telephone number of the Doctor and Hospital attending to the Insured Person.

Failure to contact Ortus Assistance in the event of an emergency may prejudice Your claim.

This Policy is signed on behalf of Underwriters

Matthew Stark

Chief Executive Officer Ortus Underwriting

Registered Office: 15 Westferry Circus, London, E14 4HD

Registered in England No: 08142321

Authorised and regulated by the Financial Conduct Authority

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Introduction

How to make a Claim

If **You** think **You** may have a claim, then please contact **Us** as soon as feasible with as much information as possible and **We** will tell **You** what to do next.

Claims Procedure

Notice of any incident that may give rise to a claim must be made as soon as is feasibly possible upon return of the trip.

Claim Notifications should be sent to:

Ortus Travel Claims

Telephone: +44 (0)800 193 3326

Email: ah-claims@ortusunderwriting.com

Medical Emergency Abroad Procedure

If **You** are covered under Section B Business Travel, in the event of **Illness** or **Accident** abroad which may lead to Hospital treatment or Curtailment of the trip, **You** or the **Insured Person** must contact:

Ortus Assistance, 24 Hour Emergency Service.

Please quote the reference Ortus.

Telephone: +44 (0)800 193 0092

Email: ah-assist@ortusunderwriting.com

When contacting Ortus Assistance, please advise the following:

- 1. The telephone number from which You are calling.
- 2. Your Policy Number
- 3. The name and telephone number of the Doctor and Hospital attending to the Insured Person.

Failure to contact Ortus Assistance in the event of an emergency may prejudice Your claim.

Reciprocal Health Arrangements

Global Health Insurance Card (GHIC) or European Health Insurance Card (EHIC):

If possible, **We** recommend **You** obtain a GHIC prior to any travel, if you don't currently have an EHIC, and keep it on **You** whilst travelling outside of **Your Usual Country of Domicile**.

- If you have an existing EHIC, it will remain valid until the expiry date on the card. Once your current card
 expires you will need to apply for a new card. You can apply for a new card up to six months before your
 current card expires.
- The GHIC and EHIC entitle You to reduced-cost, sometimes free, medical treatment that becomes necessary
 while You are in a European Economic Area (EEA) country or in Switzerland. The EEA consists of the
 European Union (EU) countries plus Iceland, Liechtenstein and Norway.
- The card gives access to state-provided medical treatment only. Remember, this might not cover all the things **You** would expect to get free of charge from the NHS in the **United Kingdom**. **You** may have to make a contribution to the cost of **Your** care.
- You can obtain more information about the GHIC, including how to apply, online at www.gov.uk/global-health-insurance-card.

Australia:

- If You are travelling to Australia You can enrol in Medicare which will entitle You to subsidised hospital treatments and medicines. You can do this by contacting a local Medicare office in Australia.
- All claims for refunds under the Medicare scheme must be made before You leave Australia.
 For more information on Medicare visit: www.medicareaustralia.gov.au or email: medicare@medicareaustralia.gov.au.

If You make use of these arrangements or any other worldwide reciprocal health arrangement which reduces Your medical expenses, You will not have to pay an excess.

Welcome

Thank **You** for choosing Ortus Underwriting to be **Your** Insurance Provider. Ortus Underwriting is a trading name of Xact Risk Solutions Limited.

This is Your Policy which has been prepared in accordance with the information You have provided.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything You do not understand or You need to change please contact Your Broker immediately.

This is a legal document and should be kept in a safe place.

Who is Ortus Underwriting

Ortus Underwriting are regulated by the Financial Conduct Authority (FCA). **You** can check **Our** FCA registration by visiting the FCA website at www.fca.org.uk/register or by calling the FCA on 0800 111 6768.

Complaints Procedure

We aim to provide excellent service to all Our customers although We recognise that occasionally things go wrong. If this happens We want to hear about it so We can try to put things right. When You are making a complaint please make sure You are able to quote Your Policy details including Your Policy number, Your name and address.

Making a Complaint

If **You** wish to make a complaint in relation to the way the **Policy** was sold to **You**, including any information and advice provided, **You** should in the first instance contact the **Broker** who sold the **Policy** to **You**. Their contact details are:

Gallagher, 3rd Floor, Quayside House, 110 Quayside, Newcastle upon Tyne, NE1 3DX Telephone: +44 (0) 191 4797600

If You wish to make a complaint in relation to Your Policy, Our contact details are:

Head of Compliance, Canopius Managing Agents Limited, Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ

Telephone: +44 (0)20 7337 3700

Email: A&Hcomplaints@canopius.com and Complaints@canopius.com

If **We** have responded to **Your** complaint and **You** are still not satisfied, **You** may ask the Complaints Department at Lloyd's to review **Your** complaint (this would not affect **Your** rights to take legal action if necessary). Lloyd's contact details are:

The Complaints Team, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN Telephone: +44 (0)207 327 5693 Fax: +44 (0)207 327 5225

Email: complaints@lloyds.com

Lloyd's Website: www.lloyds.com/complaints

If You Remain Dissatisfied

If **You** are dissatisfied with Lloyd's Final Response, **You** may (if eligible) be able refer **Your** complaint to the Financial Ombudsman Service. **You** must do this within six months of receiving Lloyd's Final Response. The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR Telephone: 0800 023 4567 (calls are free from landlines and mobile phones) / 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers) / +44 (0)207 964 0500 (for calls outside the UK) Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the FSCS or You can visit their website at www.fscs.org.uk

Contact Details:

Freephone: 0800 678 1100 or 020 7741 410 (Lines are open Monday to Friday 08.30 to 17.30 excluding public holidays).

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Important Information

Data Protection Notice

We are the data controller (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** <u>Privacy Notice</u> which will be available on **Our** website <u>www.canopius.com/privacy</u>

If **You** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

We may, as part of Our agreement with You under this contract, collect personal information about You, including:

- · Name, address, contact details, date of birth and cover required
- · Financial information such as bank details
- Details of any claim

We will also collect personal information about any additional people who You wish to be insured under the policy.

We may also collect sensitive personal information about **You**, and any additional people who **You** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

Medical records to validate a claim should You be claiming for sickness or an accident.

We collect and process Your personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **Us** or which process information on **Our** behalf (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). **We** will ensure that they keep **Your** information secure and do not use it for purposes other than those that **We** have specified in **Our** <u>Privacy Notice</u>.

Some third parties that process **Your** data on **Our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We will keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** <u>Privacy Notice</u>, please contact

Group Data Protection Officer
Canopius Managing Agents Limited
Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ, UK
privacy@canopius.com
T + 44 20 7337 3700

Your Insurance Policy

This **Policy** is underwritten by Canopius Managing Agents Limited for Lloyd's Syndicate 4444 and is administered by Ortus Underwriting, in accordance with the authority granted under binding authority agreements.

We will insure You against Accident, Illness, loss, damage or mishap as defined in this Policy, for trips commencing during the Period of Insurance within the Operative Time.

The Policy, schedule, and endorsements should be read together as if they were one document.

Should any of the information **You** have previously provided to **Us** change, please notify **Your Broker** promptly as any failure to do so may prejudice **Your** rights under this **Policy**.

Law Applicable

In the absence of any agreement in writing to the contrary this **Policy** will be governed by and construed in accordance with the laws in England. Any dispute relating to this **Policy** will be subject to the jurisdiction of the courts of England.

Signed for and on behalf of the Underwriters

Matthew Stark

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Chief Executive Officer Ortus Underwriting

Registered Office: 15 Westferry Circus, London, E14 4HD

Registered in England No: 08142321

Authorised and regulated by the Financial Conduct Authority

General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy** it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

Applicable to ALL Sections of this Policy

The following **Policy** Definitions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated:

Accident/Accidental

A sudden, unexpected, fortuitous, specific event which occurs at an identifiable time and place.

Act of Terrorism

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. An **Act of Terrorism** can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of or in connection with any organisation or government.

Age Limit

As stated on the **Policy** schedule.

Bodily Injury

Identifiable physical injury which:-

- 1. Is sustained by an Insured Person, and
- 2. Is caused by an Accident during the Operative Time during the Period of Insurance, and
- 3. Solely and independently of any other cause, except **Illness** directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident.**

Broker

As stated on the **Policy** schedule.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Close Relative

Mother, father, sister, brother, husband, wife, **Partner**, daughter, son, step-parent, step-daughter, step-son, adopted daughter, adopted son, grandparent, **Grandchildren**, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or fiancé(e).

Country of Domicile

The country in which the **Insured Person** permanently resides.

COVID-19

- 1. Coronavirus disease (COVID-19);
- 2. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- 3. any mutation or variation of SARS-CoV-2;

any fear or threat of 1., 2. or 3. above.

Dependant Children

A child under the age of 18 years or under the age of 23 years if in full time education irrespective of whether such child normally resides with the **Insured Member**. If the **Dependant Child(ren)** has a disability either mental or physical which is substantial and long-term as defined by the Equality Act 2010 then no age limit shall apply.

Europe

The **Channel Islands**, The Republic of Ireland, the Continent of Europe West of the Ural Mountains, the Azores, the Canary Islands, the Mediterranean Islands, Madeira, Turkey and Iceland.

Fraud/Fraudulent

Wrongful or criminal deception intended to result in financial or personal gain.

Grandchildren

The **Insured Person's Grandchildren** under the age of 18 years or under the age of 23 years if in full time education. Cover applies whilst **Grandchildren** are travelling with the **Insured Person** only provided neither of the **Grandchildren's** parents are accompanying them.

Hi-jack

The unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which the **Insured Person** is travelling as a passenger.

Illness

A disease or sickness of the Insured Person.

Insured Family

The Insured Person, their Partner, Dependant Children and Grandchildren.

Insured Member

Any member of the Policy Holder's Insurance Scheme for whom a premium has been paid.

Insured Person

The Insured Member, their Partner, Dependant Children and Grandchildren.

Kidnap

The unlawful seizure, abduction and detention by force or **Fraud** of an **Insured Person** against their will by an individual or group.

Loss of Limb

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, foot or leg.

Major Natural Disaster

Earthquake, Volcanic eruption, Tsunami, Hurricane, Tropical cyclone, Typhoon, Storm, Ice storm, Snowstorm, Tornado, Landslide, High water, Floods and Wildfire.

Medical Expenses

Expenses necessarily and reasonably incurred by the **Insured Person** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Money

Cash, traveller's cheques, passports, green card, travel tickets. credit cards, charge cards, or banker's cards.

Operative Time

Holiday trips commencing during the **Period of Insurance** having a destination outside the United Kingdom, (or within the United Kingdom for trips that include a **Pre-Booked** overnight stay in publicly available accommodation or an internal flight), hereinafter called a **Period of Travel**.

Our, Us, We, Underwriters

Lloyd's Syndicate 4444

Package

The pre-arranged combination of at least two of the following parts:-

- 1. transport
- 2. accommodation
- 3. other tourist services in addition to 1. and 2. above that accounts for a significant proportion of the package; for instance, car hire or airport parking

when sold, or offered for sale, at an inclusive price and when the service covers a period of more than 24 consecutive hours or includes an overnight stay.

Partner

The **Insured Member's** spouse, civil partner, or any person they are co-habiting with as a couple.

Period of Insurance

The period beginning with the effective date and ending with the expiry date as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

Period of Travel

The time the **Insured Person** leaves their home or place of employment (whichever occurs last) during the whole time away and until return to home or place of employment (whichever occurs first). The maximum trip duration of any one **Period of Travel** shall be as stated in the **Policy** schedule, unless specifically agreed otherwise by us in writing and any additional premium due having been paid.

Permanent Total Disablement

Disablement which entirely prevents the **Insured Person** from attending to any business or occupation of any and every kind and which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

Policy

This document, schedule and any endorsements attached or issued with it.

Policy Holder

As stated on the Schedule.

Pre-Booked

Booked by You prior to commencement of the Period of Travel and for which payment has or will be made.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

Terminal Prognosis

The opinion of **Your** doctor or consultant that a disease cannot be cured or adequately treated, to the extent that it is predicted to cause a shortened life expectancy.

Unattended

When the **Insured Person** is not in full view of and not in a position to prevent interference with the **Insured Persons** property.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Valuables

Watches, binoculars, furs, jewellery, gold and silver items, photographic, video, musical instruments, audio and computer equipment, mobile phone, tablet or internet-capable electronic device, games consoles and their software.

War

Any activity or conflict where military force is used and includes one of the following:

- 1. Hostilities or warlike operations (whether War be declared or not)
- 2. Invasion, civil War, rebellion, insurrection, revolution
- 3. Act of an enemy foreign to the nationality of the Insured Person or the country in or over which the act occurs
- 4. Civil commotion assuming the proportions of, or amounting to, an uprising
- 5. Overthrow of the legally constituted government
- 6. Military or usurped power
- 7. Explosions of War weapons
- 8. An Act of Terrorism
- 9. Murder or assault subsequently proved beyond reasonable doubt 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.

You, Your, Yours

The **Insured Person**.

General Policy Conditions

Each section of the **Policy** has conditions and they must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

If any term, condition or exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will be in full force and effect.

Applicable to ALL Sections of this policy

The following **Policy** Conditions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

- In the event of any one occurrence giving rise to claims under more than one Section of this Policy, only one
 monetary excess of the amount specified in the "Excess" column in the Policy each Insured Person shall be
 deducted from the total amount of the claim.
- 2. No Endorsement or Amendment to this **Policy** shall override the Exclusions applicable to Section 6, Personal Liability.
- 3. You must take all reasonable steps to avoid or reduce any loss which may result in a claim under this Insurance.
- 4. In the event of **You** suffering an **Accident** or **Illness** abroad which may lead to hospital treatment or the curtailment of the trip, **You** must contact the Emergency Assistance Company for advice as soon as reasonably practicable (see Page 1 for details). Failure to do so may prejudice any claim made under this section.

Cancellation

Your Rights to Cancel

Withdrawal by the Insured Member

Cooling off Period

The **Insured Member** within thirty (30) days of joining the **Policy Holder's** Travel Insurance Scheme (Scheme) has a right to withdraw from this insurance and provided no claim has been made are entitled to a full refund of premium. To exercise their right to cancel an **Insured Member** must contact the **Broker**.

Withdrawal outside the Cooling off Period

After the cooling off period the **Insured Member** may withdraw from this insurance at any time by stopping the monthly salary deductions and cover shall terminate at midnight of the day before the next monthly salary deduction is due.

An **Insured Member** is entitled to re-join the Scheme at a later date at the **Policy Holder's** discretion but premiums may be increased and/or specific exclusions applied subject to the terms of the Scheme and **Policy**.

Termination of Membership

If an **Insured Member** terminates their membership of the Scheme for any cause then it will terminate cover under this **Policy**.

Cancellation by the Policy Holder

The Policy Holder may cancel this Policy, at any time, by giving 30 days' notice to Us in writing.

Our Rights to Cancel

We may cancel this **Policy** by giving thirty (30) days' notice in writing to the **Policy Holder** at their last known address stating the reasons for cancellation such as:

- · non-payment of premium
- · failure on the part of the Policy Holder to comply with the terms and conditions of the Policy.

In the event of cancellation by the **Policy Holder** or **Us** cover in respect of all **Insured Persons** shall automatically terminate.

Contracts (Rights to Third Parties) Act 1999

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

Failure to Comply with Policy Conditions

If **You** fail to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice **Your** position to recover any claim under this **Policy**.

Financial Crime

We will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Interest on Benefit Payable

We will not pay interest on any benefit payable.

Maximum Period of Travel

The maximum duration for any one continuous **Period of Travel** shall not exceed that noted in the **Policy**.

Other Insurances
This **Policy** is issued on the condition that **You** have no knowledge of any other travel Insurance in force except as specifically declared to Us at inception or agreed by Us during the Period of Insurance. If at the time of a claim there is another insurance Policy in Your name which covers You or an Insured Person for the same expense or loss, We will only pay a proportion of the claim, determined by reference to the cover provided by each section except for Section 10 - Personal Accident, Items 10a to 10d as shown on the Policy schedule which will be paid in full..

Reasonable Care

You must take all reasonable care and steps to:

- 1. avoid and prevent Bodily Injury or Illness,
- 2. safeguard Personal Baggage and Money, and
- 3. recover any lost Personal Baggage or Money.

Trust Assignment

We will not automatically accept or be affected by notice of any trust assignment or the like which relate to this

Your Duty of Care

Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012 You have a duty of care not to make a misrepresentation.

You must take all reasonable care to answer all the questions honestly and to the best of Your knowledge. If You do not, Your Policy may be cancelled, or treated as if it never existed, or Your claim rejected or not fully paid.

When making a claim You must not misrepresent, which at worst may lead to the cancellation of the contract as if it never existed and no claims being paid.

Claims Conditions

The following claims conditions apply to this **Policy**.

Claims Co-operation

You shall provide assistance and co-operate with Us or Our representatives in obtaining any other records We deem necessary to evaluate the claim.

In no event will We be liable to pay any claim hereunder unless You co-operate with Us and/or Our representatives in the investigation of a claim.

Claim Notification

Notice of any Accident, Illness, loss or mishap to an Insured Person must be sent to Us as soon as practicable upon Your return of the trip. In the event of Illness or Accident abroad which may lead to Hospital treatment or Curtailment of the trip, You must contact Ortus Assistance, 24 Hour Emergency Service.

Failure to comply with this condition may prejudice any claim made under this section.

Claim Payment

There may be jurisdictions in which local law precludes **Us** from paying, defending or otherwise responding to a claim locally. If We are so precluded, We will reimburse the Insured for amounts due under the policy in lieu of responding locally. Moreover, We are not providing legal, regulatory or tax advice in connection with this transaction.

Right to Medical Records and Medical examination

Following notice of a claim, the Insured Person shall provide when requested by Us all authorisations necessary to obtain an Insured Persons medical records. We have the right to have an Insured Person examined by a physician or vocational expert of Our choice and at Our expense when and as often as We may reasonably request.

General Policy Exclusions

Applicable to ALL Sections of this Policy

The following **Policy** Exclusions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

We shall not be liable for the following:-

- 1. The first amount as shown in the "Excess" column in the **Policy**, each and every claim, subject to a maximum amount of £100 where multiple claims arise from any one occurrence.
- 2. Claims arising out of any trip which is booked or commenced by You:
 - (a) contrary to medical advice
 - (b) contrary to health and safety restriction(s) from an airline or carrier with whom You have booked to travel
 - (c) to obtain medical treatment or convalescent care
 - (d) after a Terminal Prognosis has been made.
- 3. Any claims arising out of a medical condition for which **You** are on a hospital waiting list for in-patient treatment at the time of taking out this insurance (or booking the trip whichever is the later).
- 4. Any claim if **You** have attained or exceed the **Age Limit**, other than where the **Age Limit** is attained during a **Period of Travel** in which case cover shall apply for the duration of that **Period of Travel**..
- 5. Any claim directly caused by or indirectly arising from suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
- 6. Any claim directly or indirectly arising from **You** whilst **You** are undertaking manual work, voluntary or otherwise.
- 7. In respect of Winter Sporting Activities, any claim directly or indirectly arising from participation in:
 - (a) ski and ski bob racing in international or national events, services or interservices championships or heats or officially organised practice or training for these events, ski jumping, ice hockey or the use of skeletons, bob-sleighs, ski diving or luging.
 - (b) off-piste skiing or off-piste snowboarding undertaken within resort boundaries, if such areas have been deemed unsafe by resort management or by local ski-patrol guidelines.
 - (c) off-piste skiing or off-piste snowboarding undertaken outside of resort boundaries unless accompanied by an official and experienced guide who is employed at **Your** ski resort and provided such areas have been deemed safe by resort management or by local ski-patrol guidelines.
- 8. Death, disablement, loss or expense from **Your** participation in riding or driving in any kind of race, or in any form of operational duties as a member of the armed forces, or in mountaineering or rock climbing normally requiring the use of ropes or guides or special equipment, or in sports tours (unless **We** have agreed to provide cover by issuing an endorsement and **You** have paid any additional premium that be due as a result).
- 9. Any claim arising from You engaging in aviation except when travelling by air as a passenger.
- 10. Any claim arising from **Your** use of a 2 wheeled motor vehicle where the driver does not have the appropriate driving licence and/or **You** are not wearing a crash helmet.
- 11. Claims where medical or other suitable evidence is not provided.
- 12. Any part of any trip, which is booked or commenced by **You** in the knowledge that the **Period of Travel** will be longer than the maximum duration any one trip as stated in the **Policy** schedule, unless **We** have agreed to extend the maximum duration for a trip by issuing an endorsement and **You** have paid an additional premium.
- 13. Any claim resulting directly from the influence of alcohol, drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
- 14. Any claim resulting from Your participation in a criminal act.
- 15. Any loss, damage or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from:
 - (a) ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
 - (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 16. Any loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - a) the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - b) any computer virus;
 - c) any computer related hoax relating to (a) and/or (b) above.

However, subject to the terms and conditions of **Your Policy**, **You** are covered up to the amount(s) stated in the **Policy** schedule for:

- Cancellation or Curtailment (Section 1),
- Medical, Repatriation and Additional Expenses (Section 4) and
- Personal Accident (Section 10)

as a result of **Your** serious illness or injury or death, or that of a **Close Relative** for claims arising under Section 1 (Cancellation or Curtailment), due to any of a), b) or c) above.

- 17. Any claims attributable to any set of circumstances known to **You** at the time of joining this Insurance scheme or booking a trip, whichever is the later, where such set of circumstances could reasonably have been expected to give rise to a claim.
- 18. Any claims in respect of travel to any country or destination that the Foreign, Commonwealth & Development Office (FCDO) has advised against "all but essential travel" or "all travel".
- 19. Any claim in respect of Sections 1 to 3 and Section 14 of the **Policy** schedule, this insurance does not cover any claim in any way caused by or resulting from **COVID-19**; other than as stated under Section 1 of the **Policy**.
- 20. Any claim in respect of Sections 1 to 3 and 14 of the **Policy** schedule:
 - (a) As a result of You deciding not to travel or deciding to curtail a trip;
 - (b) If the travel provider or their agent with whom **You** have booked transport or accommodation through defaults:
 - (c) Due to Your financial circumstances;
 - (d) Resulting from any regulations made by any Public Authority or Government other than in respect of regulations directly consequent upon the occurrence of a **Major Natural Disaster**;
 - (e) For delay of, or for cancellation following the delay of, a ship, aircraft or train, if:
 - (i) You or any member of the travel party fails to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action
 - (ii) The delay is due to the withdrawal from service temporarily or permanently of any ship, aircraft or train on the orders or recommendation of any Port Authority or Civil Aviation or any similar body in any Country.
- 21. Any claim consequent upon venereal disease or any expenses incurred either directly or indirectly in the treatment of, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or Human Immunodeficiency Virus (HIV), howsoever these may have been acquired or may be named.
- 22. Any claims for any other person on whose health the trip may depend, if at the time of taking out this Insurance (or booking the trip whichever is later) they have a medical condition for which they:
 - (a) Are receiving treatment at hospital (other than regular hospital check-ups for a stable condition where the medication dosage remains unchanged)
 - (b) Are awaiting for a hospital consultation or treatment (other than regular hospital check ups for a stable condition where the medication dosage remains unchanged)
 - (c) Has been given a **Terminal Prognosis**, or been told that their condition is likely to get worse in the next twelve months.

Pre-existing Medical Conditions

You are advised that claims arising from Pre-existing Medical Conditions are excluded in certain circumstances. The exclusions are contained within the General Policy Exclusions or specific Sections of this **Policy** and **You** should familiarise **Yourself** with them. For ease of reference, the circumstances and location of the applicable exclusions are shown below.

We shall not pay any claim in respect of any trip where You are or would be travelling:

- 1. against medical advice (page 10, General Policy Exclusion 2(a))
- contrary to health and safety restriction(s) from an airline or carrier (page 10, General Policy Exclusion 2(b))
- 3. to obtain medical treatment or convalescent care (page 10, General Policy Exclusion 2(c))
- 4. after a **Terminal Prognosis** has been made (page 10, General Policy Exclusion 2(d)).

Any claims arising out of a medical condition for which **You** are on a hospital waiting list for in-patient treatment at the time of taking out this insurance (or booking the trip whichever is the later) (page 10, General Policy Exclusion 3).

Any claim relating to any other person on whose health the trip may depend, if at the time of taking out this insurance (or booking the trip whichever is later) they have a medical condition for which they are receiving hospital treatment, are awaiting a hospital consultation or treatment or have been given a terminal prognosis (page 11, General Policy Exclusion 23).

Any claim for the cost of continuing regular medication (page 16, Section 4, Exclusion 1).

War and Kindred Risks Exclusion Clause applying to all Sections

The following exclusion clause shall be operative at all times within the **United Kingdom** and at all times during the **Period of Travel** whilst **You** are within the confines of, or travelling to and from, any country or area that, at the commencement of the **Period of Travel**, was publicly known to be in a state of, or faced with the threat of, **War**, invasion, civil **War**, armed hostility, armed revolt or insurrection. **We** shall not be liable for death, disablement, expense, loss or indemnity directly or indirectly resulting from or attributable to **War** and Kindred Risks as defined below.

Notwithstanding the foregoing, this **War** Exclusion shall automatically be deemed inoperative if **Your** presence in such country or area is attributable to:-

- The scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he is travelling, or
- 2. Involuntary diversion or transit due to force majeure or to **Hi-jack**, kidnap or the like, terrorist or criminal act, provided always that at the time of the original occurrence or act **You** are not within the confines of any country or area to which this **War** Exclusion was applicable, nor travelling to or from such country or area other than as provided for under 1).

Nuclear, Chemical and Biological Terrorism Exclusion Clause

Regardless of any contributory cause(s), this Insurance does not cover 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. If **We** allege that, by reason of this exclusion, any claim is not covered by this Insurance, the burden of proving the contrary shall be upon **You**.

Note

1. **Your** attention is drawn to General Policy Exclusion 15, which applies at all times.

Covered Activities

You will automatically be covered for the following activities provided that You are not participating competitively; for monetary gain and/or in a professional capacity:-

angling

b badminton baseball

boating (within 12 miles from land)

bowling bowls

canoeing (up to grade 2 rivers only)

catamaran sailing (within 12 miles from land)

clay pigeon shooting

climbing (on a climbing wall - indoor only)

cricket croquet

cycling (for leisure only)

deep sea fishing (organised by a bona fide tour

dinghy sailing (within 12 miles from land)

golf g

gym based activities

handball

hiking/trekking/walking/rambling (up to 4,000

metres) hill walking

hot air ballooning (run by a professional company and for pleasure rides only)

ice skating

jogging

kayaking (up to grade 2 rivers only)

paint balling (run by a profession company and providing that You follow the safety nstructions)

pony trekking

pool

racket ball

rifle range shooting (run by a professional company and providing that You follow the

safety instructions)

roller skating/blading (providing that You wear

pads and helmet)

rounders rowing

running (for leisure only)

sail boarding

sailing (within 12 miles from land)

scuba diving (to a maximum depth of 30 metres or 50 metres if suitably qualified/instructed) skateboarding (provided that You wear pads

and helmet) snooker snorkelling softball squash

swimming (for leisure only)

table tennis ten pin bowling tennis trampolining

volley ball water polo

weightlifting

sledging

white water rafting (up to grade 4)

wind surfina

yachting (within 12 miles from land)

You will also be automatically covered for the following Winter Sports activities provided that You are not participating competitively; for monetary gain and/or in a professional capacity:-

С curling

m

mono skiing snow-boarding (on piste only) tobogganing

skiing (on piste only)

For any activity not listed above cover will only apply if We have agreed to provide cover by issuing an endorsement and You have paid any additional premium due.

Travel Cover

What is Covered

We will insure You against Accident, Illness, loss, damage or mishap as defined in this Policy, for trips taken during the Operative Time within the Period of Insurance.

This Insurance is to cover holiday trips commencing during the **Period of Insurance**, having a destination outside the **United Kingdom**, or within the **United Kingdom** (subject to at least 1 night's **Pre-Booked** accommodation or an internal flight), hereinafter called a "**Period of Travel**". The **Period of Travel** operates from the time of leaving home, or place of employment (whichever is the later), during the whole time away and until return to home, or place of employment (whichever occurs first). The maximum duration of any one **Period of Travel** shall be as stated in the **Policy**. Each **Period of Travel** is deemed to be a separate insurance, each being subject to the terms, Definitions, Exclusions and Conditions contained herein. Cover in respect of Section 1, Cancellation, operates from the date of booking a trip or commencement date of the **Period of Insurance** whichever is the later.

Extension to the Policy

If **You** have not returned to the **United Kingdom** 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 **Your Hijack**, 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** domicile and/or original destination up to twelve months from the date of **Hi-jack**.

Section 1 - Cancellation or Curtailment

Cover

We will pay up to the limit shown in the Policy for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused Pre-Booked excursions (including reasonable additional travel and accommodation expenses incurred for return to Your Country of Domicile) should the projected trip be cancelled before commencement or curtailed before completion, directly and necessarily as a result of:

- 1. Death, Bodily Injury, or Illness of:-
 - (a) **You**, or
 - (b) any member of the travel party, or
 - (c) any person with whom You intend to reside with during the Period of Travel, or
 - (d) any Close Relative or Business Associate.
- 2. Summoning to jury service or witness attendance in a court of the United Kingdom of:-
 - (a) You, or
 - (b) any member of the travel party.
- 3. Major damage or burglary at the home or place of business of:-
 - (a) You, or
 - (b) any member of the travel party, or
 - (c) any person with whom You intend to reside or conduct business during the Period of Travel.
- 4. You being made involuntarily redundant if You have at least 2 years' continuous employment with the same employer and are under 65 years of age.
- 5. Agreed leave being cancelled by emergency services or armed forces for operational reasons, other than leave being cancelled as a consequence of **War**, **Act of Terrorism**, civil unrest, rebellion, act of a foreign enemy or any similar event, in respect of:-
 - (a) You, or
 - (b) any member of the travel party.
- 6. A Major Natural Disaster occurring which directly results in regulations being made by a Public Authority or Government, in the country You are travelling to, or are in, resulting in an inability to commence the Period of Travel or necessitating Your immediate evacuation in order to avoid personal risk of Bodily Injury or Illness.
- 7. Strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road or rail services by avalanche snow or flood) where the departure of such means of transport on which the **You** are booked to travel is delayed by at least 24 hours.
- 8. COVID-19 when a trip is:
 - (a) cancelled before commencement or curtailed before completion directly and necessarily as a result of Illness caused by COVID-19 of an Insured Person, any member of the travel party, any person with whom an Insured Person intends to reside or conduct business with during the Period of Travel, any Close Relative, or,
 - (b) cancelled before commencement directly and necessarily as a result of an **Insured Person** or any member of the travel party receiving a positive diagnosis of **COVID-19** following an official PCR test.

Exclusions

- 1. Any claim that exceeds Your contractual liability.
- 2. Any additional costs incurred as a result of **Your** failure to advise the Tour Operator of the cancellation of the trip.

Section 2 - Journey Continuation

Cover

We will pay up to the limit shown in the Policy for:

- 1. Outward Journey
 - (a) Reasonable additional travel and accommodation expenses incurred in meeting a Pre-Booked travel connection or reaching PreBooked accommodation, if at commencement of, or during the Period of Travel You miss a Pre-Booked air, sea, coach or rail journey through any of the following contingencies directly affecting the means of transport in which You are travelling or intending to travel:
 - (i) If travel is by non-scheduled transport, interruption caused by strike, locked out workers, industrial action, bomb scare, criminal action, **Hi-Jack**, fire, avalanche, landslide, earthquake, flood, or **Accident** to or mechanical breakdown of such non-scheduled transport in which **You** travel.
 - (ii) If travel is by scheduled public transport, the contingencies specified in (i) above and also adverse weather conditions.
 - (b) Reasonable additional travel and accommodation expenses incurred in meeting a Pre-Booked travel connection or reaching PreBooked accommodation, if at commencement of or during the Period of Travel You miss a Pre-Booked air, sea, coach or rail journey due to Your failure to reach the departure point due to circumstances which You can realistically demonstrate were beyond Your reasonable control.
- 2. Return Journey
 - (a) Reasonable additional travel and accommodation expenses incurred in returning to **Your** home, or place of employment (whichever occurs first), if subsequent to **You** leaving **Your** accommodation such additional and reasonable travel expenses are incurred as a result of the following:
 - (i) If travel is by non-scheduled transport, interruption caused by strike, locked out workers, industrial action, bomb scare, criminal action, **Hi-Jack**, fire, avalanche, landslide, earthquake, flood, or **Accident** to or mechanical breakdown of such non-scheduled transport in which **You** travel.
 - (ii) If travel is by scheduled public transport, the contingencies specified in (i) above and also adverse weather conditions.
 - (b) Reasonable additional travel and accommodation expenses incurred in meeting a Pre-Booked travel connection, if You miss a PreBooked air, sea, coach or rail journey due to Your failure to reach the departure point due to circumstances which You can realistically demonstrate were beyond Your reasonable control.

Exclusion

We shall not be liable to pay for: -

1. Any claim arising out of any of the contingencies specified above, if such contingencies had already started or been forecast before the trip was booked or the insurance was effected, whichever is the later.

Conditions

- 1. In the selection of the route, means of travel and time of departure, **You** shall do all things reasonable and practical to minimise the possibility of late arrival at the departure point and allow reasonable time to make onward connections.
- We shall only be liable for claims attributable to mechanical breakdown of non-scheduled transport if You
 have obtained a garage or motoring organisation report confirming the date, time and cause of such
 breakdown.

Section 3 – Travel Delay

Cover

We will pay up to the limit shown in the **Policy** for delays in accordance with the following scale, should the aircraft, sea vessel, coach or train on which **You** are booked to travel be delayed as a result of strike, locked out workers, industrial action, bomb scare, criminal action, **Hi-Jack**, fire, avalanche, landslide, earthquake, flood, adverse weather conditions or **Accident** to or mechanical breakdown of such passenger transport:

Pet Cover

We will pay up to the limit shown in the **Policy** for delays to **Your** return to the **United Kingdom**, in accordance with the following scale, for maintaining care for **Your** dog or cat in a **Pre-Booked** registered kennels or cattery:

1. £20 for each full twelve hour period of delay.

Exclusion

- Any claim arising directly or indirectly out of Your failure to check in according to the itinerary supplied to You.
- 2. Any delay of less than 12 hours.

Conditions

- 1. **We** shall only be liable under this section if **You** have obtained written confirmation from the carrier(s), or their Agent(s) stating the actual date and time of departure and the reasons for delay.
- 2. For the purposes of claims payment the period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to **You**.

Section 4 - Medical, Repatriation and Additional Expenses

Cover

Should **You** suffer **Bodily Injury** or **Illness** (including compulsory quarantine) during the **Period of Travel**, **We** will pay up to the limit shown in the **Policy** for normal and necessary expenses incurred for medical or surgical treatment including specialists fees, hospital, nursing home and nursing attendance charges, massage and manipulative treatment, surgical and medical requisites, ambulance charges, emergency dental treatment (for the immediate relief of pain only) up to £350, and emergency ophthalmic fees, plus:

- Reasonable additional accommodation and repatriation expenses incurred by You and any one member of the travel party who has to remain or travel with You where their doing so have been approved by Ortus Assistance.
- 2. Reasonable travel and hotel expenses of one person to travel from the **United Kingdom** if his presence with **You** is necessary on medical grounds.
- 3. Reasonable additional accommodation and travel expenses authorised by Ortus Assistance and incurred in order that **You** reach the next docking port to enable **You** to re-join a **Pre-Booked** cruise, or to reach the final destination of the **Pre-Booked** cruise, as a result of **You** requiring hospital treatment on dry land.
- 4. Up to £2,000 for the reasonable cost of transporting **Your** remains or ashes to **Your** former place of residence in the **United Kingdom** or reasonable funeral expenses incurred abroad.
- 5. The charter of an air ambulance or the use of air transport including qualified attendants certified by a registered doctor and authorised by Ortus Assistance to be necessary for **Your** repatriation or treatment.

Exclusions

We shall not be liable to pay for:

- 1. The cost of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking a trip or commencement of a **Period of Travel**, whichever is the later.
- 2. Any expenses incurred more than twelve months after the date of the incident which gave rise to the claim.
- 3. Medical Expenses incurred in the United Kingdom or Your Country of Domicile.

Section 5 - Hospital Benefit

<u>Cover</u>

We will pay £100 per day for each completed 24 hour period up to the limit shown in the **Policy** should **You** suffer **Bodily Injury** or **Illness** during the **Period of Travel** which necessitates in-patient treatment outside of the **United Kingdom**.

Section 6 - Personal Liability

<u>Cover</u>

We will indemnify up to the limit as stated in the **Policy**, any one event or series of events and in all (including Legal Expenses), should **You** become legally liable to pay compensation for **Bodily Injury** to the public or **Accidental** loss of or damage to property, occurring during the **Period of Travel**.

Exclusions

- 1. Any claim arising out of Bodily Injury to any member of Your family or household, or to any employee.
- 2. Any claim arising out of **Accidental** loss or damage to property belonging to or in **Your** care, custody or control of or any member of **Your** family or household or of an employee.
- 3. Any claim 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 claim arising out of the ownership, possession, occupation or use of land or buildings (other than temporarily for the purpose of the trip).
- 5. Any claim arising out of **Your** profession, occupation or business or arising out of liability assumed under a contract if such a liability would not otherwise have attached.
- 6. Any costs recoverable under any other Insurance in force.

Conditions

- 1. **You** must not make any admission of liability whatsoever, or make any arrangements, offer or promise of payment without the written consent of the **Underwriters**.
- 2. Underwriters shall be entitled, if they so desire, to take over and conduct, in Your name, a defence of any claim or to prosecute in their name for their own benefit any claims for indemnity or damages or otherwise against any third party, and have 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 7 – Legal Expenses

Cover

We will pay up to the limit as stated in the **Policy**, for Legal Expenses incurred by **You** or on **Your** behalf in the pursuit of a claim for damages against a third party who has caused **You Bodily Injury**, **Illness** or Death by an **Accident** during the **Period of Travel**.

Exclusions

We shall not be liable to pay for:

- 1. Legal Expenses incurred without Our written consent (which shall not be unreasonably withheld).
- 2. Legal Expenses for actions against Travel Agents, Tour Operators, **Underwriters** or their Agents, or **Your** spouse, immediate family or employer.
- 3. Any costs recoverable under any other Insurance in force.

Conditions

- 1. Ortus Travel Claims shall be entitled to nominate and appoint a Legal Representative to act on **Your** behalf and to have direct access at all times to the Legal Representative.
- 2. **We** reserve the right to withdraw at any stage and thereafter **We** shall not be liable for any further expenses.

Section 8 - Personal Baggage and Money

Cover

We will pay up to the limits as stated in the **Policy** for loss, theft or damage occurring during the **Period of Travel** to accompanied Personal Baggage and **Money**, subject to the following inner limits:-

- · Single Article or Pair or Set of Article Limit
 - Up to the limit as shown in the **Policy**.
- Valuable items
 - Up to the limit as shown in the **Policy** and subject to the Single Article or Pair or Set of Articles Limit as stated in the **Policy**.
- Cash
 - Up to the limit as shown in the Policy.
- Loss of Passport
 - Up to the limit as shown in the **Policy**.

Exclusions

- 1. Any claim in respect of damage due to wear and tear and gradual deterioration, or **Money** shortages due to error, omission or depreciation in value.
- 2. Any claim in respect of loss of and/or theft of **Money** or Personal Baggage not reported to the police within 24 hours of discovery, and a police statement obtained.
- 3. Losses arising from confiscation or detention by customs or any other authority.
- 4. Any claim in respect of property or **Money** otherwise insured.
- 5. Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours of discovery and a report obtained.
- 6. Any claim in respect of **Valuables** or **Money** whilst in the custody of a carrier.
- 7. Any loss or damage whilst left **Unattended**, unless in a locked hotel room, safe, apartment, holiday residence or motor vehicle. If left in a motor vehicle overnight, **We** shall not be liable for any claims unless such motor vehicle is contained in a securely locked garage, or secure compound.
- 8. Any claim arising out of electrical and/or mechanical breakdown.
- Any loss or damage of fragile articles unless caused by fire or by an **Accident** to the aeroplane, ship or vehicle in which they are being carried.
- 10. Loss or theft or damage to contact or corneal lenses, dentures, hearing aids, bonds, coupons, securities, stamps or documents of any kind, antiques, pictures, sports equipment whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards.
- 11. Personal Baggage that is left **Unattended** in a public place.
- 12. Damage caused by leaking powder or fluid carried within **Your** baggage.

Note

 Money and Travellers Cheques shall be covered from the time of collection from a bank or travel agent or from 72 hours prior to commencement of the **Period of Travel**, whichever is the later, and up to 48 hours after completion of the **Period of Travel**, or time of conversion or encashment, whichever is the earlier.

Conditions

- 1. You shall at all times exercise reasonable care in the supervision of the insured property.
- 2. You shall in the event of any loss, take all reasonable steps to recover such item(s).
- 3. 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 of 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, whichever is the lesser.

Section 9 - Delayed Baggage

Cover

In the event that personal effects are temporarily lost for more than twelve hours by the carrier, **We** will pay up to the limit as stated in the **Policy** for the purchase of immediate necessities, but such payment will be deducted from any claim submitted under Section 8, Personal Baggage and **Money** if the loss becomes permanent. Receipts for such purchases must be provided.

Section 10 - Personal Accident

Cover

We will indemnify You up to the following percentage of the Sum Insured as stated in the Policy should You suffer Bodily Injury during the Period of Travel which results in one of the following:

10a	Death	100% of the Sum Insured
10b	Permanent Total Loss of Sight of One or Both Eyes	100% of the Sum Insured
10c	Loss of One or More Limbs	100% of the Sum Insured
10d	Permanent Total Disablement (other than loss of sight of one or both eyes or Loss of Limb (s))	100% of the Sum Insured
	Maximum Sum Insured Any One Occurrence	£500,000

Exclusions

1. **We** will not be liable to pay for any claim directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by **Bodily Injury** covered hereunder).

Conditions

- Benefit shall not be payable under more than one of the Items above in respect of the consequences of one Accident.
- 2. The Sum Insured by Item 10a above shall be restricted to £1,000 if You are 16 years of age or under.
- 3. In the event of an **Accident** involving more than one **Insured Person** where the claims exceed the Maximum Sum Insured any one Occurrence specified above, the amount payable in respect of each **Insured Person** shall be proportionately reduced until the total does not exceed that limit.

Section 11 - Hi-jack & Kidnap

<u>Cover</u>

In the event of the **Hi-jack** or **Kidnap** of **You** during the **Period of Travel We** will pay £500 per complete 24 hour period until release, up to the limit as stated in the **Policy**.

Exclusions

- 1. Any claim arising from any trip within Your Country of Domicile.
- 2. Any **Kidnap** occurring in Afghanistan, Algeria, Brazil, Chad, Columbia, Iraq, Libya, Mali, Mexico, Nigeria, Pakistan, Syria, Venezuela and Yemen.
- 3. Any claim in respect of the **Kidnap** of a child by their parent or guardian.
- Any claim resulting from any Fraudulent dishonest or criminal act committed or attempted by You or the Policy Holder.
- 5. Any claim where the **Hi-jack** or **Kidnap** is for a period of less than 72 hours.

Conditions

- 1. You have not engaged in any political or other activity that would prejudice this Insurance.
- You have no family or business connections that could be expected to prejudice this Insurance or increase Our risk.

Section 12 – Winter Sports

Cover

Part 1 - Ski Equipment

We will pay up to the limit shown in the **Policy** in respect of loss, theft of or specific **Accidental** damage to skis, sticks and bindings being **Your** property based on the current market value or the cost of repairs whichever is the lesser (not replacement cost).

Part 2 - Equipment Hire

We will pay up to the limit shown in the **Policy** for the reasonable cost of hiring replacements for **Your** own ski equipment for the remainder of **Your** trip or until **Your** own **Pre-Booked** hired ski equipment has been returned to **You** (whichever is the sooner), if **Your** ski equipment:

- 1. is lost, stolen or damaged during the trip; or
- 2. delayed by at least 12 hours on Your outward journey.

Part 3 - Ski Pack

We will pay up to £150 per week up to the limit shown in the **Policy** for the proportional return of the **Pre-Booked** cost of ski pass, ski equipment hire or tuition fees, should **You** suffer **Bodily Injury** or **Illness**. This is subject to written confirmation from the doctor in the resort that the serious injury or **Illness** prevented **You** from using **Your** ski pass, ski hire equipment or attending tuition for the remainder of the **Period of Travel**.

Part 4 - Piste Closure

We will pay up to the limit shown in the **Policy** as follows, if as a result of not enough/too much snow in **Your Pre-Booked** holiday resort, all lift systems and tows are closed for a continuous period of more than 24 hours:

- 1. the costs of transport incurred to the nearest resort up to £30 for each continuous full 24 hour period, or
- 2. up to £30 for each full 24 hour period if **You** are unable to ski and subject to no other ski resort being available where any lift systems and tows are open.

It is a condition of this cover that **You** obtain a written statement from the resort authorities confirming the reason for the closures and how long it lasted and that the **Pre-Booked** holiday resort where **You** are staying is at least 1000 metres above sea level.

Part 5 - Avalanche

We will pay up to the limit shown in the **Policy** for reasonable additional accommodation expenses incurred, if as a result of avalanche, landslip or landslide, **You** are unavoidably delayed from leaving the **Pre-Booked** resort.

Exclusions

We shall not be liable to pay for:

- 1. Any claim arising outside the months that constitute the local regular winter sports season for Your resort.
- 2. Anything included within the General Exclusions of this **Policy**.
- 3. Any claim in respect of Part 4 only, as a result of additional travel expenses incurred other than for travel arranged by the Tour Operator if travelling on a Tour Operator organised trip.
- 4. Any claim in respect of Part 4 only, if **You** effect this Insurance or book the trip within 14 days of the date of departure and at that time there was a lack of snow in the planned resort such that it was unlikely that **You** would be able to ski.
- 5. Claims under Part 4 Piste Closure if the resort where **You** are staying is less than 1000 metres above sea level.

Section 13 - Catastrophe

Cover

We will pay **You** up to the sum insured stated in the **Policy** for additional travel and accommodation expenses incurred as a result of:

- 1. You being forced to move from Your Pre-Booked accommodation following a Major Natural Disaster.
- 2. **You** being subject to compulsory quarantine, other than in order to gain access to or transit through any country, on the orders of a Public Authority or the Government of the country you are visiting as a result of a medical epidemic that commences during **Your Period of Travel**.

Exclusions

- 1. Any costs or expenses recoverable from any other source.
- 2. Your disinclination to continue the Period of Travel.

Section 14 – Travel Disruption Extension

This Section extends cover under other Sections of this **Policy**, as stated below, specifically for trips that do not constitute a **Package**.

Cover

Extension to cover under Section 1 - Cancellation or Curtailment Expenses

We will pay up to the limit shown in the **Policy** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused **Pre-Booked** excursions (including reasonable additional travel and accommodation expenses incurred for return to **Your Country of Domicile**) should the projected trip be:

- 1. cancelled before commencement or curtailed before completion, directly and necessarily as a result of the Foreign, Commonwealth & Development Office (FCDO) or the World Health Organisation (WHO) or a a Public Authority or the Government of the country you are visiting issuing a directive:-
 - (a) prohibiting "all but essential travel" or "all travel" to, or
 - (b) recommending evacuation from the country or specific area or event to which **You** were travelling to, provided that the directive came into force after the commencement of **Your** cover under this **Policy** or **You** booking the trip (whichever is the later), or in the case of Curtailment after **You** had left the **United Kingdom** to commence the **Period of Travel**.
- 2. abandoned at the point of departure, directly and necessarily as a result of:-
 - (a) **You** being denied boarding to **Your** booked flight due to there being more passengers than available seats and no alternative flight being provided within 12 hours of the original flight departure.

Extension to cover under Section 2 – Journey Continuation

We will pay up to the limit shown in the Policy for:

- Reasonable additional travel and accommodation expenses incurred in reaching Pre-Booked accommodation on Your outward journey or in reaching Your home, or place of employment (whichever occurs first) on Your return journey through any of the following contingencies directly affecting the means of transport in which You are travelling or intending to travel:
 - (a) You being denied boarding to Your Pre-Booked flight due to there being more passengers than available seats and no alternative flight being provided within 12 hours of the original flight departure and You choose to make other travel arrangements for Your trip as a result of the original operator failing to offer alternative transport. The amount payable shall be calculated after deduction of the amount of the refund on Your ticket(s) together with any compensation from the original carrier.

We will pay up to £500 for:

- Reasonable additional travel and accommodation expenses incurred in reaching Pre-Booked accommodation on Your outward journey or in reaching Your home, or place of employment (whichever occurs first) on Your return journey if you fail to meet a Pre-Booked travel connection through any of the following contingencies directly affecting the means of transport in which You are travelling or intending to travel:
 - (a) You being denied boarding to Your Pre-Booked flight due to there being more passengers than available seats and the alternative flight, provided by Your original operator, departs more than 12 hours after the original flight departure.

Extension to cover under Section 3 - Travel Delay

We will pay up the limit shown in the **Policy** for delays of more than twelve hours should the aircraft, sea vessel, coach or train on which **You** are booked to travel be delayed as a result of strike, locked out workers, industrial action, bomb scare, criminal action, **Hi-Jack**, fire, avalanche, landslide, earthquake, flood, adverse weather conditions or **Accident** to or mechanical breakdown of such passenger transport:

1. £100 for the first completed twelve hour period of delay provided that You eventually continue Your travel.

Accommodation Cover

We will pay up to the limit shown in the Policy for:

- 1. Any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused Pre-Booked excursions (including reasonable additional travel and accommodation expenses incurred for return to Your Country of Domicile) should You be unable to stay at Your Pre-Booked accommodation directly and necessarily as a result of:-
 - (a) a **Major Natural Disaster**, fire, outbreak of food poisoning or an infectious disease affecting **Your Pre-Booked** accommodation.
- Reasonable additional travel and accommodation expenses incurred, up to the standard of Your Pre-Booked
 accommodation, if upon arrival or during Your Pre-Booked duration of stay You cannot use Your Pre-Booked
 as a result of:-
 - (a) a **Major Natural Disaster**, fire, outbreak of food poisoning or an infectious disease affecting **Your Pre-Booked** accommodation.

You can only claim under 1. or 2. above and not both.

Exclusions:

We shall not be liable to pay for:

- 1. The cost of Airport Departure Duty/Tax (whether irrecoverable or not).
- 2. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme.
- 3. Denied boarding due to **Your** drug use, alcohol or solvent abuse or **Your** inability to provide a valid passport, visa or other documentation required by the **Pre-Booked** travel provider or their handling agents.
- 4. Any costs incurred by **You** which are recoverable from the providers of the accommodation or for which **You** receive, or are expected to receive, reimbursement or compensation.
- Any costs incurred by You which are recoverable from the Pre-Booked travel provider or for which You
 receive, or are expected to receive, compensation, damages, refund of tickets, meals, refreshments,
 accommodation, transfers, communication facilities or other assistance.
- 6. Any accommodation costs where the **Pre-Booked** travel provider has offered alternative travel arrangements.
- 7. Any costs that **You** would have expected to pay during **Your Period of Travel** in any event, such as food and drink.
- 8. Anything stated in the General Policy Exclusions that apply to all, or specified, Sections of this Policy.

Conditions

The following Conditions shall apply in addition to any stated under any other applicable Section of this Policy.

- 1. Any claim that may be covered under other Sections of this **Policy** shall only be payable under one Section and not more than one Section.
- 2. If **You** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **You** become aware it is necessary to cancel **Your** trip the amount **We** will pay shall be limited to the cancellation charges that would have otherwise applied.
- 3. You must provide, at Your own expense, written confirmation from the provider of the Pre-Booked accommodation, the local Police or relevant authority that You were unable to use the Pre-Booked accommodation, including the applicable dates, and stating the reason for this.
- 4. You must check in according to the itinerary supplied to You unless Your tour operator has instructed You not to travel to the airport.
- 5. **You** must provide, at **Your** own expense, written confirmation from the provider of **Your Pre-Booked** travel provider, or their handling agents, stating the reason for cancellation, number of hours delay, or denied boarding together with details of any alternative transportation offered.
- 6. You must comply with the terms of contract of the Pre-Booked travel provider and seek financial compensation, assistance and/or a refund of Your ticket from them, in accordance with the terms and/or (where applicable) Your rights under the EU Air Passengers Rights legislation in event of denied boarding, cancellation or long delay of flights.
- 7. General Policy Exclusion 19 shall continue to apply in respect of claims notified under this Section.

Section 15 - Car Hire Excess Waiver

Cover

We will pay You up to the sum insured stated in the Policy for any monetary excess or deductible that You are legally liable to pay in respect of loss or damage to a rental vehicle hired by You during the Period of Travel.

Exclusions:

We shall not be liable to pay for:

- 1. Any claims arising out of loss or damage due to the operation of the rental vehicle in violation of the terms of the rental agreement.
- 2. Any claims due to wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

Conditions

- 1. The rental car must be rented from a licensed rental agency.
- 2. **You** must comply with all the requirements of the rental organisation under the hiring agreement and of the vehicle insurer.



This endorsement attaches to and forms part of your Policy

Document	Endorsement Number One
Policy Number	ORT/EBGBLT/9379605
Policy Holder	Derbyshire Benevolent Trust
Insured Persons	Any member of the Policy Holder's Insurance Scheme for whom a premium has been paid, their Partners and Dependant Children.
Endorsement	It is hereby understood and agreed that: - There may be jurisdictions in which local law precludes Us from paying, defending or otherwise responding to a claim locally. If We are so precluded, We will reimburse the Policy Holder for amounts due under the Policy in lieu of responding locally. Moreover, We are not providing legal, regulatory or tax advice in connection with this transaction.

Subject otherwise to the Terms and Conditions of the Policy

This Policy is signed on behalf of Underwriters

Matthew Stark

Chief Executive Officer Ortus Underwriting

Registered Office: 15 Westferry Circus, London, E14 4HD

Registered in England No: 08142321

Authorised and regulated by the Financial Conduct Authority

Date of Issue: 21st May 2025

Ortus Underwriting

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Company Number: 08142321

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Registered in England and Wales; Company Number 01514453
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

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