



European Breakdown cover Your terms and conditions



Your Direct Line European Breakdown Cover

Now you can relax – and enjoy your trip, knowing that we'll be there to help should anything go wrong. With our specially selected network of Rescue vehicles covering you wherever you go.

Please take a moment to read this booklet carefully, and keep it in a safe place. Should you need to contact us, here are the telephone numbers you'll need:

Emergency Motoring Assistance

In Europe 00800 5905 5905 or 00 44 113 390 5300 In the UK 0800 590 590

If you have difficulty hearing, please text 'RESCUE' followed by your message to 61009. Texts may be chargeable. Please check with your network provider.

In some European countries the police must rescue you if you break down on the motorway. In these circumstances you should use the emergency telephone provided and give the police the emergency telephone number above and your name. Then simply call us once you have been recovered from the motorway. In all other cases just call us on the relevant number above.

Motoring Legal Advice

In the UK 0345 601 4060

Call this number should you need Motoring Legal Advice.

Emergency Medical & Travel Assistance

In Europe +44 (0) 370 241 4628 In the UK 0370 241 4628

In an emergency you should call us as soon as possible for our help and advice. Remember – to comply with our Terms and Conditions you must have our authorisation before you incur any substantial expenses.

Other Travel Claims

In the UK 0345 246 8680

Call this number should you need to register a claim with us on your return to the UK. Calls may be recorded.



Welcome to Direct Line European Breakdown Cover

This booklet sets out the terms and conditions of your Direct Line European Breakdown Cover and it is important that you read it carefully.

The cover you have purchased is underwritten by U K Insurance Limited, and will run for the period shown on your European Breakdown Cover Schedule. This booklet is evidence of the contract between you and U K Insurance Limited based on the information given to us. In return for receiving and accepting the Premium, we will provide cover in the terms of this booklet for the sections shown in your Direct Line European Breakdown Cover Schedule, as applying in respect of an incident occurring during Period of Cover.

Under European law, we can agree which law applies to this contract and how we communicate with you. Unless we've agreed otherwise English law will apply and we will continue to supply information and communicate with you in English.

You must take care to provide us with accurate information which is correct to the best of your knowledge. Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.



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Important Information

There may be times when we receive unusually high volumes of calls from customers needing our help – for example, if it snows or it is extremely cold

During these periods there could be a delay in reaching you, so in order to ensure that customers who are in a vulnerable situation reach a safe place quickly we will look at where you are, who you are with, what your situation is and prioritise accordingly.

Your right to cancel

If this cover does not meet your requirements, please return all your documents to the address shown on your Schedule within 14 days of receipt. We will return any premium paid in full provided no call outs have been made on the policy during that time.

How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible or explain something we could have made clearer.

We'd like you to speak to us about your problem by calling this number **0370 600 0256** or **0345 246 0350** If you'd prefer to write to us you can send the letter to:

Customer Relations Manager Churchill Court Westmoreland Road Bromley BR1 1DP Our staff are empowered to support you and will aim to resolve most issues within three working days, following receipt of your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who will be dealing with it and what the next steps are.

We will keep in regular contact with you. You'll also receive the following written communication from us depending on how long it takes us to resolve your complaint:

Communication Type	When will you get this?	What will it tell you?
Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service.
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks	If we've been unable to resolve your complaint within 8 weeks.	It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	This is a detailed response, which will outline: Our investigation The decision Next steps, if applicable It will also provide information about the Financial Ombudsman Service.

Independent Review

If we don't complete our investigations within 8 weeks of receiving your complaint or you're unhappy with our response, you may ask the Financial Ombudsman Service to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the Financial Ombudsman Service will not affect your legal rights.

You can contact them by:

Email:

complaint.info@financialombudsman.org.uk

Phone:

UK: **0300 123 9123** or **0800 023 4567** Abroad: **+44 20 7964 0500**

Writing to:

Financial Ombudsman Service Exchange Tower London F14 9SR

Their website also has a great deal of useful information:

www.financial-ombudsman.org.uk

European Online Dispute Resolution Platform

If you, an individual, purchased your policy online mainly for your own private use there is now an Online Dispute Resolution (ODR) platform created by the EU Commission, which can help with resolving disputes. You can enter any complaint, other than for trade, about your policy onto the ODR. This will forward your complaint to the correct

Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. Their contact details are above, if you prefer to contact them directly. For more information about ODR please visit

http://ec.europa.eu/odr.

Details about our Regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768

Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at **www.fscs.org.uk**. U K Insurance Limited is a member of this scheme.

Important Information (continued)

Statement of Needs

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs and just to let you know our consultants may receive a bonus if you purchase any cover with us

Optional Cover

When you have paid the appropriate premium the following applies;

Vehicle Cover: Sections 1 to 12

inclusive

Travel Cover: Sections 13 to 22

inclusive

Winter Sports Cover: Section 23

Start and End Dates of Cover

The cancellation cover under Section 17 starts the day that the cover is taken out, provided that both the departure date and the return date fall within the Period of Cover.

Cover under Section 1 starts a maximum of 7 days before you commence the trip and ends when you leave home.

Cover under all other Sections starts when you leave your home to begin the trip and ends when you return home provided that both the departure date and the return date fall within the Period of Cover

Extension of the Period of Cover

If your return journey is extended beyond the final day of the Period of Cover for reasons beyond your control, the cover will remain in force without additional premium under the following circumstances:

 For up to 7 days in the event of delay to any vehicle or vessel in which you are travelling as a ticket holding passenger; • For up to 30 days if the delay is due to your bodily injury or illness, in which event we will also continue to pay for medical treatment under the Emergency Medical and Travel Expenses Abroad Section 16 (if applicable) for the period which is certified as being medically necessary.

Excesses and Limits of Cover

Excesses – You may be required to pay an excess in the event of a claim under certain Sections. These are shown on your schedule.

The excess will be deducted from each and every incident that results in a claim.

Limits of Cover – Any limits of cover applicable to each Section are shown on your schedule. They apply for each person, or to all persons travelling together in the vehicle, or overall per incident giving rise to a claim, as detailed in each Section. Where no limit is shown we will pay all necessary costs detailed in the relevant Section.

Medical Warranty

Your policy operates on the basis that you warrant that, at the time of taking out this cover and starting your trip;

You do not have a pre-existing medical condition as defined in these Terms and Conditions. Please note: any claim arising out of a pre-existing medical condition will not be covered.

Change in Health

Prior to the trip, any change in health or medical status of a person must be declared and accepted in writing by us before cover will continue.

Meanings of Words

Wherever the following words and phrases appear in this booklet and the Direct Line European Breakdown Cover Schedule they will always have these meanings:

Anticipated event: Any event or occurrence which you or your immediate family knew would occur or could have reasonably expected to occur during your trip and which you or your immediate family were aware of at the time of booking the trip.

Abroad: Outside the **United Kingdom** within the **Geographical Limits**.

Costs: Legal costs reasonably and proportionately incurred by your solicitor on the standard basis or in accordance with any fixed recoverable costs scheme if applicable. We will also pay costs which you are ordered to pay by a court and any other costs we agree to in writing.

Country of Departure: Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.

Direct Line European Breakdown cover Terms and Conditions or Terms and Conditions: This booklet and the Direct Line European Breakdown cover Schedule, which together form the contract between you and us.

Emergency: An unexpected and unforeseen event that makes it necessary for **you** to receive treatment from a doctor or to be hospitalised.

Emergency Treatment: Medical treatment or surgery for an emergency that is required for the immediate relief of an acute symptom that, upon advice of our medical advisor, cannot be delayed until your return to the UK

Geographical Limits: The countries of the zone for which **you** have paid the premium.

Zone 1: France, Germany, Belgium, Luxembourg and the Netherlands.

Zone 2: Andorra, Austria, Balearics, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Malta, Monaco, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üskudar.

Zone 3: The Republic of Ireland and the Channel Islands

Zone 4: 7 ones 1. 2 and 3 inclusive.

Hazardous Activity/Activities: Any activity or pursuit that is not specified in the Terms and Conditions.

Home: Your permanent place of residence in the **UK**.

Immediate Family: Your partner, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, step-child, legal guardian, grandparent, grandchild or fiancé(e)

Meanings of Words (continued)

Incident: Immobilisation of the **vehicle** as a result of breakdown, fire, theft or attempted theft, malicious damage, flat tyre, lack of fuel, flat battery, loss or breakage of **vehicle** keys, occurring during the **Period of Cover**.

Solicitor: The **solicitor** or other suitably qualified person appointed by **us** to act for **you** under this cover.

Medical Advisor: Our senior medical officer

Medical Certificate: A certificate that confirms any physical, mental or medical condition that is the basis of **your** claim under this policy.

Period of Cover: The period stated on the Direct Line European Breakdown Cover Schedule.

Personal Money: Bank and currency notes, cash, cheques, postal and money orders, coupons or vouchers which have a current monetary value and travel tickets, all held for **your** private purpose.

Personal Possessions: Each of your suitcases, trunks and containers of a similar nature and their contents and articles designed to be worn or carried by you, including your valuables but excluding winter sports equipment, unless you have paid the additional premium for Winter Sports Cover and Section 23 is shown in your Schedule.

Policyholder: The first person named on the Direct Line European Breakdown Cover Schedule.

Pre-existing Medical Condition:

- An ongoing medical condition or any medical complication directly attributable to that condition that has been investigated by a registered medical practitioner or:
- A medical condition for which there has been prescribed medication or treatment by a registered medical practitioner during the 30 days immediately preceding the date of application for this cover.

Resident of the United Kingdom:

A person who has their main **home** in the **UK** including the Channel Islands.

Secure Area: The locked boot of a vehicle including the locked luggage compartment of a hatchback or estate vehicle fitted with a lid, fixed tray or engaged roller blind closing off the luggage area behind the rear seats, the fixed storage units of a motorised or towed caravan, a locked luggage box locked to a roof rack which is itself locked to the vehicle roof.

Strike or Industrial Action: Any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services

Terrorism: An act or threat of action by a person or group of people, whether they are acting alone or with other people, organisations or governments, for political, ethnic, racial, religious, ideological or similar purposes intended to influence any government or to frighten the public or any section of it. An 'act' or 'action' here means:

- violence against a person;
- damage to property;
- putting a person's life in danger;
- creating a health risk to the public or a section of it; or
- interfering with or seriously disrupting electronic systems or transport services.

Trip: A holiday or journey **abroad** for pleasure during the **Period of Cover** that begins in the **United Kingdom** and ends on **your** return **home**.

United Kingdom (UK): Great Britain, Northern Ireland and the Isle of Man, but excluding the Channel Islands.

Valuables: Items composed of precious metals or precious stones, jewellery, watches, furs, photographic apparatus, binoculars, telescopes, audio, video and computer equipment, CDs, music cassettes, television and mobile telephones.

Vehicle: Any **vehicle we** have agreed to cover and which is shown on the Direct Line European Breakdown Cover Schedule provided it:

 Is either, a car, motorised caravan, light van, estate car, motorcycle over 250cc or 4x4 off-road vehicle, privately registered in the United Kingdom and less than 16 years of age.

- Carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 8 persons, including the driver.
- Does not exceed (including any load carried) the following gross vehicle weight: 3.5 tonnes and external dimensions: 7 metres in length (excluding any coupling device and tow bar), 3 metres in height and 2.3 metres in width.
- Is serviced as recommended by the manufacturer and it meets any legal requirements and driving laws that apply for example, it may need to be taxed and have a valid MOT certificate.

 We can check these details when you ask us for help.
- Is a caravan or trailer of standard make that meets The Motor Vehicles (Construction and Use) Regulations 1978, is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the insured **vehicle** at the time of the **incident**. The weight of the caravan or trailer when loaded must not be more that the kerb weight of the **vehicle** towing it.

We, Us or Our: U K Insurance Limited and/or its agents.

Winter Sports Equipment: Skis and bindings, boots and poles, snowboards and ice skates and essential clothing owned or hired by **you**.

You, Your or Insured Person: The Policyholder and/or any other person named on your Schedule.

Vehicle Cover

This part only applies if Sections 1 to 12 are shown on the Direct Line European Breakdown Cover Schedule and the appropriate premium has been paid.

Section 1 Cover Prior to Departure

What is covered

Following an **incident** occurring during the 7 days immediately preceding the arranged date of departure, **we** will pay up to a maximum of £800 towards:

- The hire of a replacement car, where available, for the purpose of carrying out the original **trip**, in the event that the **vehicle**, if stolen, is not recovered before the arranged date of departure or the **vehicle** cannot be repaired within 24 hours following the booked time of departure for the **trip**.
- The additional cost of re-booking any sea crossing or rail journey via the Channel Tunnel missed as a result of the **incident** giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing or rail journey via the Channel Tunnel), in the event that the **vehicle** is repaired within 24 hours of the original time of the planned departure for the **trip**.

Please remember

Hire cars are provided subject to **you** meeting the conditions of the hirer.

Any claims involving the hire of a replacement car must have **our** prior approval. **We** cannot guarantee to provide a car with a tow bar or roof rack. **You** must contact **us** as soon as **you** know **your vehicle** may be unavailable for the planned **trip**.

Your claim must be supported by a letter from a garage confirming:

- The regular maintenance and servicing of **your vehicle**.
- Precise details of the breakdown or damage.
- The breakdown, when occurring, was sudden and unforeseen.
- That repairs cannot be effected before the date planned for you to begin your trip.

What is not covered

- Any claim resulting from an incident
 if you have purchased this cover less
 than 7 days before your planned date of
 departure.
- Any claim when actual or imminent breakdown of your vehicle is discovered or diagnosed in the course of a service carried out less than 7 days prior to your planned date of departure.
- The cost of any Personal Accident insurance or other benefit not specifically covered under this section.
- Loss of use of a car hired to you.
- The cost of fuel and oil used in any replacement car.

Roadside Assistance

What is covered

Following an **incident** occurring during the **trip we** will:

- Arrange for roadside assistance and towing to the nearest suitable repairer.
- Pay for these services up to a maximum of £250

Please remember

We're here to help get you going again. We don't pay for labour charges that are incurred away from the scene of the breakdown. Once we've taken your vehicle to a garage, it's up to you to sort out any repairs.

What is not covered

- Charges for any labour not incurred at the roadside.
- The cost of replacement parts or other materials.

Section 3

Replacement Parts

What is covered

In the event of necessary replacement parts not being available locally during the **trip**, on receipt of **your** instructions, we will:

- Undertake to obtain them elsewhere.
- Pay all freight charges involved in dispatching them to the location of the vehicle.

Please remember

Although **we** will endeavour to provide the replacement parts required, **we** can give no guarantee they will be available, especially in the case of older **vehicles** where parts may be impossible to locate. When **you** are invoiced for a surcharge subject to the return of the old unit or part, **you** must return the defective part at **your** own expense to the supplier. If **you** place a firm order for replacement parts and these are not subsequently required, or **you** do not await their arrival, **you** will be responsible for the cost of such parts, including all forwarding

What is not covered

charges arising from their return.

The actual cost of the parts and any Customs Duty. This must be paid to **us** by **you**, by a debit to a credit or charge card or by a prior deposit of funds in the **country of departure**.

Break In

What is covered

In the event of a theft (or attempted theft) of the **vehicle** and/or the contents contained in the **vehicle** during the **trip**, **we** will pay up to a maximum of £175 for immediate emergency repairs and/or replacement parts, which are necessary to place the **vehicle** in a secure condition to continue the **trip**.

Please remember

If **your** car's broken into, remember to report it to the police.

What is not covered

- Damage to paintwork or other cosmetic items.
- Costs incurred following **your** return **home**.

Section 5

Vehicle Out of Use

What is covered

If an **incident** occurs during the **trip** and repairs cannot be effected within 24 hours, **we** will arrange and pay for one of the following:

- The additional cost of transporting you, with your luggage, to your destination by alternative transport, or
- The immediate hire of a replacement car, where available, whilst the **vehicle** remains unserviceable, up to a maximum of £850, or
- Overnight bed and breakfast accommodation (excluding alcohol) in a local hotel for **you** and any **insured person** whilst awaiting completion of repairs, up to £45 per person per day with a maximum limit of £500 in total, provided that such cost is additional to or in excess of any planned accommodation costs payable by **you**, had loss of use of the **vehicle** not occurred

Please remember

Hire cars are provided subject to **you** meeting the conditions of the hirer. It is **your** responsibility to collect the hire car. Any claims involving the hire of a replacement car must have **our** prior approval.

We cannot guarantee to provide a car with a tow bar or roof rack.

Hire cars provided within the

Geographical limits cannot be brought back to mainland Great Britain.

If **you** have to pay for the services locally, **you** will be reimbursed provided **you** obtained approval from **us** before incurring the expenditure.

Camping Trips

What is not covered

- The cost of the fuel and oil used in any replacement car.
- The cost of any Personal Accident insurance or other benefit not specifically covered under this section.
- Costs arising as the result of an incident occurring during a trip but incurred outside the period of that trip.

What is covered

If the tent **you** are carrying with **you** and using in the course of the **trip** as **your** principal overnight accommodation, is rendered unserviceable through theft or accidental damage **we** will arrange and pay for:

- If practicable, the hiring of a suitable tent, where available, for the remainder of the period of the **trip**, or
- Emergency bed and breakfast only expenses (excluding alcohol) over and above those planned for **you** and any **insured person**, up to £45 per person per day, with a maximum limit of £500.

What is not covered

- Any expenses incurred as a result of adverse weather conditions which do not actually damage the tent so as to render it unserviceable.
- Loss of use of any tent you are not carrying on the trip with you or which belongs to a tour operator or holiday company.
- Any damage caused by a dog or dogs accompanying you on the trip.

Alternative Driver

What is covered

In the event of **you** being declared medically unfit to drive the **vehicle** in the course of a **trip** or having to return **home** early because of what **we** agree is a serious or urgent reason and there is no other passenger qualified and competent to drive, **we** will pay all necessary additional costs incurred to return the **vehicle** to the **home** address in the **country of departure**.

Please remember

We may elect to provide a qualified driver to drive back the **vehicle** and passengers.

Section 8

Vehicle Repatriation

What is covered

Following an **incident** occurring during the **trip**, **we** will pay:

- The cost of transporting you, with your luggage, to your home address in the country of departure if the vehicle cannot be and could not have been repaired (or, if stolen, has not been recovered in a roadworthy condition) by the intended time of your return home. The means of transport to be used shall be at our discretion.
- The cost of transporting the **vehicle** to **your home** address in the **country of departure** if repairs cannot be carried out **abroad** (or, if stolen, has not been recovered in a roadworthy condition), by the time of **your** return **home**.

 We will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs. Or, if **you** agree it with **us** in advance, **we**'ll pay up to £600 for one person to come out to **your vehicle** by public transport, to drive it back to the **UK** once it's been repaired **abroad**.

Once **you** have been repatriated by **us** and if **we** are transporting **your vehicle** to the **country of departure**:

- We will reimburse you for up to 7 days necessary alternative travel costs you incur while you await delivery of the vehicle.
- We will pay the cost of such travel up to a maximum of £75 in total for you and any other insured person.

Legal Protection

- This benefit will cease after 7 days or when we deliver the vehicle to your home address or to the repairer designated by you (whichever is the sooner).
- You must keep all receipts and invoices for the travel you have incurred, and send these to us with our claim form.

Please remember

The maximum **we** will pay to repatriate the **vehicle** will be its current market value in the **country of departure**.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the **country of departure**, and when **you** confirm to **us** that these repairs will be put in hand.

Any unused travel tickets must be used for repatriation of the **vehicle**.

What is not covered

- Loss or theft of, or damage to unaccompanied baggage (other than a manufacturer's tool kit) left in the vehicle if you and/or the vehicle are being transported by us.
- Any additional costs incurred to repatriate your pet(s).

Meaning of Words

In respect of this section, the definitions You and Your replace those on page 11 of this booklet.

You or Your: The Policyholder, any authorised driver and passengers in the vehicle at the time of the incident.

Telephone Advice

During the **period of cover you** may call **our** Legal Advice Line on **0345 601 4060** for practical **United Kingdom** legal advice on any motoring legal problem or to report a claim.

Legal Defence

What is covered

Providing **you** notify **us** within 28 days of receiving a summons, **we** will pay up to £1,000 in respect of costs incurred in defending **you** in a court outside the **UK** against an alleged motoring offence involving the **vehicle** during the **trip**.

What is not covered

- Alleged speeding offences where no other offence is involved.
- Alleged offences where there are no reasonable prospects of affecting the outcome of the prosecution.

Section 9 (continued)

Death or Bodily Injury What is covered

Following any road traffic accident involving **your vehicle**, which is not **your** fault, **we** will pay the costs up to a maximum of £10,000 to pursue a civil action for compensation, and **we** will assist in appealing or defending an appeal, following **your** sustaining bodily injury or death during **your trip**.

What is not covered

- Any claim not notified to us within 180 days after the commencement of the event giving rise to a claim.
- The pursuit of a claim against us, our agent, our appointed assistance company.
- Costs incurred without prior authorisation by us.
- Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
- Any costs if we do not think that the person you are claiming from is able to pay the damages.

Travel Expenses What is covered

Additional travel expenses in the event that **you** are obliged by a court **abroad** to attend in connection with an **incident** giving rise to a claim under this section up to a maximum of £250 per person. Cover provided by this section only applies if:

 at the time of the incident leading to this claim, your vehicle is being driven or used for a purpose allowed by this policy;

- at the time of the incident leading to this claim, your vehicle is being driven or used by a person named in your current certificate of motor insurance as being authorised to drive or use your vehicle:
- the date of the incident leading to the claim is within the period of cover and the incident happens within the geographical limits;
- any legal proceedings will be carried out within the geographical limits by a court or other organisation which we agree to; and
- it is more likely than not that you will be successful with your claim for damages.

Conditions

If **you** do not keep to these conditions, **we** may cancel this section, refuse any claim and withdraw from any current claim

1. You must do the following:

- tell us about your claim as soon as possible:
- let us have full details of your claim and any other information that we or the solicitor ask for (you will pay any costs involved in providing this information);
- fully co-operate with the solicitor and us, and not do anything which might damage your claim (if we ask, you must tell the solicitor to give us any documents, information or advice that they have or know about);
- tell us about any developments affecting your claim;

- tell us if the solicitor refuses to continue to act for you or if you withdraw your instructions;
- tell **us** if anyone makes a payment into court or offers to settle **your** claim:
- try to get back any costs that we have to make, and pay them to us; and
- get **our** agreement to negotiate or settle a claim

2. Appointing a Solicitor

- If we accept your claim, we or a solicitor appointed by us will try to negotiate a settlement without having to go to court. At any time we can take over and carry out your claim in your name.
- If it is necessary to take your claim to court or if there is a conflict of interests, you have the right to choose the solicitor to act for you. Otherwise, we will appoint a solicitor for you.
- The solicitor will be appointed by you or by us to act for you according to our standard terms of appointment. (You can ask us for a copy.)
- Before the **solicitor** starts work on **your** case, **we** must agree to the charges.
- You must not enter into any agreement relating to charges with the solicitor without getting our permission first.
- If a solicitor refuses to continue to act for you with good reason, or you dismiss them without good reason, your cover will end immediately unless we agree to appoint another solicitor.

3. You must tell your solicitor to do the following:

- get our written permission before instructing a barrister or an expert witness; and
- tell us immediately if it is no longer more likely than not that you will be successful with your claim for damages.

4. We can do the following:

- contact the solicitor at any time, and he or she must co-operate fully with us at all times;
- decide to settle your claim by paying the amount in dispute;
- refuse to pay further costs if you do not accept a reasonable offer to settle your claim; and
- refuse to pay further costs if it is no longer more likely than not that you will be successful with your claim.

5. Disputes

You have the right to refer any disagreement between you and us to arbitration. The arbitrator will be a **solicitor**, barrister or other suitably qualified person you and we agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the **United Kingdom** whose law governs this section of the policy. We and you must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration. You may also refer any disagreement between **you** and **us** to the Financial Ombudsman Service. This service is free of charge. (See page 5 for details of our complaints procedure.)

Section 10 Customs Regulations

What is covered

If, following an **incident** occurring outside the **country of departure** during the **trip**:

- The **vehicle** is beyond economic repair, **we** may arrange for its disposal under Customs supervision in the country where it is situated. In this case **we** will deal with the necessary Customs formalities
- The **vehicle** is not taken permanently out of the foreign country within the limited time allowed after import, or **you** inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then **we** will pay **your** liability for any duty claimed from **you**.

What is not covered

• The cost of any other import duties imposed by Customs.

Section 11 Missed Motorail Connection

What is covered

If **you** fail to connect with a pre-booked Motorail service on the outward journey as a result of:

- You arriving at the departure point in the country of departure too late to commence the booked trip due to an incident involving the vehicle in the course of the trip, or
- Cancellation or curtailment of scheduled public transport due to adverse weather conditions, strike or industrial action or mechanical breakdown or derangement.

We will arrange and pay for:

- Storage of the **vehicle** in a secure parking area, if available, near to the Motorail depot for the period of the **trip**.
- A standard second-class return rail ticket to enable you to continue the trip to/from the intended Motorail destination station.
- Hire of a replacement car, where available, up to a maximum of £450.

Please remember

You must have taken every reasonable step to complete the journey to the departure point and to the Motorail depot on time.

What is not covered

- Strike or industrial action which is public knowledge at the time you purchased the cover.
- Withdrawal from service (whether temporary or otherwise) of a sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.
- Claims arising in connection with the inward (return) journey.

Alternative Route

What is covered

If **you** arrive at the port or international rail terminal too late to commence the outward journey of your booked **trip**, as a result of:

- An incident involving the vehicle in which you are travelling, or
- Cancellation or curtailment of scheduled public transport due to adverse weather conditions, strike or industrial action or mechanical breakdown or derangement.

We will:

- Provide assistance by liaising with the carrier and/or tour operator to advise of your late arrival.
- Make arrangements as necessary for overnight hotel accommodation and alternative international travel.
- Pay for reasonable additional travelling and accommodation expenses necessarily incurred to reach the booked destination by the most direct alternative route, up to a maximum under this section of £250 per **insured person**, with an overall limit under this section of £1,500 in total under this policy.

Please remember

You must have taken every reasonable step to commence and complete the journey to the departure point and check in for the sea crossing or train journey on time

You must obtain written confirmation from the carrier stating the period and reason for delay.

What is not covered

- Strike or industrial action which is public knowledge at the time you purchased the cover.
- Withdrawal from service (whether temporary or otherwise) of a sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.
- Additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements.
- Claims for additional mechanical wear and tear or depreciation of the **vehicle** or for mileage charges other than additional fuel and oil.
- Claims under this section in addition to claims under Section 21 when payment has been made.

European Motorways

Please note that in several parts of Furope, if you break down on a motorway or other major public road. police will answer the phone. They will arrange for a local recovery company to send a recovery truck to you without contacting us. Very few of these local recovery agents have any link with United Kingdom motoring organisations. and you may well have to pay for this assistance on the spot. If you keep a receipt, we will refund the full cost of the assistance, including towing charges and time the mechanic has spent working on the vehicle at the roadside. We will not pay for any spare parts used or labour charges at a garage. Once you have been taken from a motorway or major public road to a place of safety such as a local garage or motorway service station, please contact us if you need any other advice or services, such as car hire.

Travel Cover

This part only applies if Sections 13 to 22 are shown on the Direct Line European Breakdown Cover Schedule and the appropriate premium has been paid.

Insured Pursuits

You are automatically covered to try the following non-contact sports arranged by your hotel, holiday organiser or a recognised provider of the service:

Aerobics Roller Skating
Archery Skateboarding
Badminton Snooker/Billiards/

Basketball Pool

Beach Games Snorkelling*
Bowls Squash
Cricket Surfing*

Cycling (excluding Swimming* (or in

BMX & Mountain) a pool)

Fell Walking/ Table Tennis

Rambling/Trekking Tennis

Fishing Volleyball

Horse Riding Water-skiing*

(excluding jumping) Windsurfing*

Ice Skating (rink only) Yachting/Boating/

Parascending Sailing/ (towed by boat) Rowing*

Rafting/Canoeing/

Kayaking*
(including white

water up to grade 3)
*Only on inland or coastal waters within

a 12 mile limit.

Personal Possessions

Please remember

The activities must be conducted in a safe and professional manner and where appropriate, supervised by a qualified person or arranged through a recognised provider of the service.

You must not act in an irresponsible manner or expose yourself to needless danger.

We will not pay for an event that is the result of your:

- Participation in an insured pursuit in any professional capacity.
- Participation in any insured pursuit against local warning or advice.

What is covered

We will pay **you** up to £1,500 in respect of **your personal possessions** if they are partially damaged, lost, stolen or destroyed while on **your trip**, subject to the following:

- Single article limit for **personal possessions** of £250.
- Total **valuables** limit of £250

Please remember

The purpose of this Section is to cover **your** baggage against loss, theft, breakage or damage whilst **you** are away from **home**. It is subject to limits which may be inadequate for expensive items such as jewellery and photographic or video equipment; these items can usually be covered separately under the All Risks or **Personal Possessions** extension of **your** home insurance.

You must:

- Retain **your** tickets and luggage tags and give notice to the Police within 24 hours of any loss or theft or to carriers when the loss or damage has occurred in transit. **You** must obtain either a Police report form or a carrier's property irregularity report form within 7 days.
- Comply with the carriers' conditions of carriage.
- Not abandon any property to us.

Section 13 (continued)

For each item of **your personal possessions** that is lost or damaged during **your** journey, **we** will, at our option:

- Pay the cost of replacing the item or part of a set as new, or
- Replace the item or part of a set as new, or
- Pay the cost of repairing the item or part of a set, or
- Make a cash payment, but not pay the cost of replacing any companion pieces that form part of a set. A deduction will be made for any wear and tear or betterment in any claim settlement for:
- Clothing (including sports clothing),
- Any item or part which is not replaced or repaired.

What is not covered

Loss, theft, breakage or damage to:

- Valuables carried in suitcases or other items of luggage unless, at all times, they are attended by you.
- Valuables, unless at all times they are either attended by you or left in your locked personal accommodation or in a locked safety deposit box where available.
- Personal possessions left unattended unless in your locked personal accommodation or in the secure area of a motor vehicle, provided also that there is evidence of force and violence having been used to gain entry to the accommodation or vehicle.

- Films, tapes, cassettes, cartridges or discs other than for their value as unused material unless purchased prerecorded when we will pay up to the maker's latest list price.
- Perishable goods, bottles or cartons and their contents or any damage caused by such items.
- Property more specifically insured elsewhere
- Contact or corneal lenses, dentures or hearing aids.
- Personal possessions due to wear and tear, depreciation, deterioration or damage by moth, vermin or by any process of cleaning, repairing or restoring.
- Sports equipment while in use.
- Household goods and anything shipped as freight.
- Cracking, scratching or breakage of glass (other than lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile articles.

Emergency Replacement of Personal Possessions

What is covered

We will pay your reasonable costs up to £100 for the purchase of essential replacement items if your checked-in personal possessions are temporarily lost by the carrier en-route to your destination and not restored to you within 12 hours

Please remember

Any amount paid by **us** will be deducted from the final claim settlement should the items be permanently lost and a claim made under Section 13 of these Terms and Conditions. Receipts for replacement items should be retained and forwarded to **us**.

Section 15

Personal Money

What is covered

We will pay **you** up to £500 in respect of your **personal money** that is lost or stolen while on **your trip** subject to a cash or bank note limit of £250 per adult and £100 per child.

In the event of loss or theft of **personal money** reported to the police, a single emergency cash advance of up to £100 per adult covered will be made available. Under no other circumstances will a cash advance be made. The amount advanced must either be reimbursed to **us** on **your** return **home** or deducted from **your** claim settlement.

Please Remember

The purpose of this Section is to cover **your** travel money against loss or theft. In the event of a claim, **you** will be required to provide evidence that **you** had the money, so please retain all receipts.

You must:

- Report any loss to the Police within 24 hours of discovery and obtain a written report.
- Provide us, on request, with confirmation from the issuer of the foreign currency of the sum supplied. In the case of Sterling, documentary evidence of possession must be produced.

What is not covered:

Loss or theft of **personal money**:

- Unless it is in your possession, or following forcible and violent entry when deposited in a safety deposit box where available or, left in your locked personal accommodation.
- In the form of travellers' cheques or credit cards.

Section 16 Emergency Medical and Travel Expenses

What is covered

We will pay the following costs up to £5,000,000 for continuous medical and travel expenses necessarily incurred for up to 12 months as a result of **you** becoming physically ill or sustaining personal injury **abroad**.

- Usual and reasonable **emergency** expenses for medical, surgical and hospital charges (including **emergency** dental treatment for the relief of immediate pain only).
- Reasonable costs for **your** repatriation to the **UK**.
- Up to £2,000 for economy travel and accommodation expenses including a daily subsistence allowance of £25 per day for meals, telephone calls and travel for one person, resident in the **UK**, who is required on medical advice to stay with or travel to and remain with **you**. Valid receipts must be supplied to **us**.
- Up to £2,500 for funeral expenses abroad or the additional costs of returning your mortal remains to your residence in the UK.
- A daily subsistence allowance of £25 for meals, telephone calls and travel following hospital discharge and before **your emergency** repatriation to the **UK** on medical grounds. Valid receipts must be supplied to **us**.

Please Remember

You must:

- Not travel contrary to medical advice or specifically to obtain medical treatment.
- Not have received a terminal prognosis prior to the issue of this policy.
- Not be awaiting medical treatment as a hospital in-patient prior to the issue of this policy unless it has been accepted by us in writing.
- Advise the Assistance Service immediately in the event of a medical emergency or if there is any likelihood that you may be admitted to hospital for any reason, giving full details; many hospitals will not begin treatment until the costs have been guaranteed. Should your condition be serious we will repatriate you to your home in the UK as soon as our medical experts consider that you are fit enough to travel safely.
- Accept our decisions concerning the most suitable, practical and reasonable solutions to any medical emergency.

If you require more than simple outpatient treatment of the sort that you can pay for locally, you should call our Assistance Service for help and advice. You should be aware of requests to pay excessive charges for treatment. If you are in any doubt call us for advice.

What is not covered

Any claim directly or indirectly from:

- Any treatment or aid obtained in the **UK**
- Any elective (non-emergency) treatment, tests or surgery including cosmetic surgery, that are not directly related to the illness or injury resulting in your admittance to hospital.
- Any surgery or medical treatment that, in the opinion of our medical advisors, is not essential or could wait until your return to the UK.
- Any treatment or aid obtained after you, in the opinion of our medical advisors, first became able to return to the UK.
- The additional cost of single or private room accommodation at a hospital or clinic.
- Any expenses for in-patient treatment or repatriation which have not been authorised by us.
- Any medication which at the time of departure is known by you to be required or to be continued abroad.
- Any dental work involving the use of precious materials.
- Any treatment or services provided by a spa, convalescent, nursing home or rehabilitation centre.
- Any pre-existing medical conditions.
- The cost of phone calls, faxes or other telecommunications unless **we** agree otherwise, other than those other than those covered under Section 16, or for the cost of the initial call to the 24 hour Emergency Assistance Service.

- Any treatment or help where, given **your** physical or mental condition **you** should not have travelled or it would have been reasonable for **you** to have consulted **your** medical practitioner, prior to booking or taking your **trip**, about whether or not it was appropriate to travel.
- Any expenses over £40 relating to extended parking fees, kennel or cattery costs as a result of a medical claim overseas where **your** return to the **UK** is delayed.
- An anticipated event.

Cancellation of a Trip

What is covered

We will pay you up to £5,000 in the event of the loss of personal accommodation and transport charges and additional travel expenses paid or contracted to be paid by or for you (including up to £150 per person for the loss of excursion charges pre-paid in the UK) following necessary cancellation after the date of booking the trip and in the Period of Cover as a result of any of the following:

- Your death, serious injury or illness or that of:
 - a companion upon whom your travel depends,
 - a member of your immediate family,
 - a business partner resident in the **UK**,
 - a person resident abroad in whose home you are intending to stay.
- You or a companion upon whom your travel depends being required:
 - for Jury Service or as a witness in a Court of Law in the **UK** during the **trip**, or
 - to stay home following a serious burglary or fire, storm or flood damage to your home or usual place of business in the UK occurring within 7 days prior to the commencement of the trip.
- You being made unemployed.
- Your pet dog, cat or leisure horse requiring emergency life-saving treatment as a result of an accident or illness within 7 days of the commencement of your trip.

- You being required as a member of the armed forces or the police, ambulance, fire or nursing service for unexpected emergency duty or being posted overseas during the intended period of your trip.
- Delayed departure (Section 21) where the delay exceeds 12 hours from the specified time on your itinerary.

We will also pay cancellation costs as above if **you** are advised not to travel, for any reason, by **your** medical practitioner. The necessary supporting evidence (a **medical certificate**) will be required.

We will pay only those cancellation charges that would have applied at the time **you** first became aware of the need to cancel, if a valid claim exists.

Please remember

The payment of claims under this Section is conditional upon:

- Anyone upon whom the trip depends not having received a terminal prognosis from a Registered Medical Practitioner prior to the trip being booked.
- You not awaiting medical treatment as a hospital in-patient prior to any trip being booked unless it has been accepted in writing by us.
- You, at no time, booking a trip if you know of any reason why it may be cancelled.
- If unemployed, **you** being registered for work with the employment service.
- You providing us with a cancellation invoice or your unused tickets and proof of purchase.

Curtailment of a Trip

What is not covered

We will not pay for any event that is the result of:

- **Your** failure to obtain the required passport and/or visa.
- Default of any transport or accommodation provider or their agent or any person acting as your agent or your conference organiser.
- Your disinclination to travel or your loss of enjoyment of the trip.
- Unemployment of which you were aware prior to the booking of the trip.
- The transport operator or their agents refusing to transport you, a member of your immediate family or your travelling companion because they consider that you or they are not fit to travel.
- Any treatment or help where, given
 your physical or mental condition
 you should not have travelled or
 it would have been reasonable for
 you to have consulted your medical
 practitioner, prior to booking or taking
 your trip, about whether or not it was
 appropriate to travel.
- An anticipated event.
- Anything linked directly or indirectly to a pre-existing condition.

What is covered

We will pay **you** up to £5,000 for loss of personal accommodation and transport charges or travel expenses (including up to £150 per person for the loss or excursion charges pre-paid in the UK), due to the necessary curtailment (the cutting short) of **your trip** as a result of:

- Your death, serious injury or illness or that of:
 - a companion upon whom **your** travel depends,
 - a member of your immediate family,
 - a business partner resident in the UK,
 - a person resident abroad in whose
 home you are intending to stay, or
- You or a companion upon whom your travel depends being required:
 - by the Police to return home following a serious burglary, fire, storm or flood damage to your home or usual place of business in the UK, or
 - to attend a Court of Law in the UK as a witness or for Jury Service when postponement of the Jury Service has been denied by a Court Official.

Section 18 (continued)

Please remember

The purpose of this Section is to cover any additional expenses that **you** may incur as a result of **you** having to curtail **your trip** because of hospitalisation or for compassionate or other reasons. If **you** need to curtail **your trip** or expect to have to extend **your** stay because of illness or injury **you** must inform the Assistance Service immediately and before any arrangements are made. Payment of claims under this Section are conditional upon **you**:

- Not travelling contrary to medical advice or specifically to obtain medical treatment
- Or anyone upon whom the trip depends not having received a terminal prognosis from a Registered Medical Practitioner prior to the trip being booked.
- At no time booking a trip if you know of any reason why it may be curtailed.
- While on a journey, immediately advising the Direct Line Assistance Service of any event which might result in the curtailment of your trip, giving full details
- Accepting our decision concerning the most suitable, practical and reasonable solution to the problem.

What is not covered

We will not pay for any event that is the result of:

- Your disinclination to travel or your loss of enjoyment of the trip.
- Weather conditions at **your trip** destination.
- The transport operator or their agents refusing to transport you, a member of your immediate family or your travelling companion because they consider that you or they are not fit to travel
- Any treatment or help where, given your physical or mental condition you should not have travelled or it would have been reasonable for you to have consulted your medical practitioner, prior to booking or taking your trip, about whether or not it was appropriate to travel.
- An anticipated event.
- Anything linked directly or indirectly to a **pre-existing condition**.
- Any additional or unused travel or accommodation costs to your destination or home following curtailment.
- Any travel or accommodation expenses incurred without the consent of the Assistance Service.
- Any event relating to you which is a result of your failure to obtain a Medical Certificate from the treating Medical Practitioner in the locality where you are staying stating the necessity for your early return to the UK

Personal Accident

What is covered

We will pay **you** or your legal representatives up to the amounts shown below for bodily injury sustained by **you** while on a journey and caused entirely by violent, accidental, external and visible means which independently and solely results in:

- Benefit 1. £10,000 for death or total and permanent loss of sight or physical loss of limb
- Benefit 2. £25,000 for permanent and total disablement from engaging in any gainful employment after 2 years from the date of the accident leading to disability.

What is not covered

We will not pay:

- For more than one Benefit resulting from the same injury.
- More than £1,500 under Benefit 1
 when your age is under 16 or over 75
 at the time of the accident.
- Any compensation under Benefit 2
 when your age is 75 or over at the time
 of the accident.

Section 20

Personal Liability

What is covered

Where agreed in writing **we** will pay up to £2,000,000 in total under this policy in respect of all sums plus costs that are legally liable to be paid relating to an event caused by **you** during the **Period of Cover** and which results in:

- Bodily injury of any person.
- Accidental loss or damage to property that does not belong to you nor is in your charge nor under the control of you or any member of your family.
- Accidental loss or damage to your temporary trip accommodation that does not belong to you or any member of your family.

What is not covered

We will not pay for:

Any liability for loss or damage to property, bodily injury or death arising from:

- Your deliberate act or omission
- The employment, business or profession of you or a member of your family.

(continued)

- Your ownership, care, custody or control of any animal.
- An agreement unless the liability would have existed otherwise
- Your family or an employee of you or your family.
- **Your** leadership of a group participating in any activity.
- The occupation of land or buildings by you other than your temporary trip accommodation.
- Your ownership or use of any aircraft, horse-drawn, waterborne, motorised, mechanically propelled or towed vehicle or of any firearm.

Any cost that **we** have not agreed in writing.

Section 21

Delayed Departure

What is covered

If the transport for which **you** have checked in is delayed at its departure point by at least 12 hours from the time shown on **your** travel itinerary,

We will pay you either:

- £20 for the first 12 hours delay and thereafter £10 for each subsequent full 12 hours delay to a maximum of £200 or
- Up to £5,000 for that proportion of the cost of the trip paid (or contracted to be paid) prior to commencement of the trip or invoiced to you which you cannot recover from any other source if, after the first 12 hours delay, you decide to abandon the trip before departure of the outward conveyance from the UK.

What is not covered

We will not pay:

- For any event which is a result of your failure to check-in at the departure point according to the travel itinerary given to you.
- Unless you have obtained written conformation from the carrier or their handling agents showing the scheduled and the actual departure times.
- For departure delay arising from strike or industrial action which commenced or was announced before you purchased the travel tickets or obtained confirmation of booking.

Loss of Passport

What is covered

If during a **trip you** lose **your** passport **we** will pay **you** up to £250 for reasonable additional travel and accommodation costs necessarily incurred **abroad** to obtain a replacement.

What is not covered

We will not pay for any claim where the loss of the passport is not reported to the Police or British Consular Representative within 24 hours of discovery.

Section 23

Winter Sports Cover

This Section only applies if shown on the Direct Line European Breakdown Cover Schedule and the appropriate premium has been paid.

Cover is provided for on-piste snowboarding, skiing, snow-cat skiing. mono-skiing, ski-bobbing, ice-skating, curling, bob-sleighing, luge, tobogganing and snow-mobiling, cross-country skiing on locally recognised tracks, off-piste skiing and snowboarding, both with a qualified instructor.

What is covered

Part One - Equipment

We will pay up to £500 in respect of equipment (skis and bindings, boots and poles, snowboards, ice skates and essential clothing owned or hired by **you**) if it is damaged, lost or stolen while on **your trip**.

Single article, pair or set limit – £250.

What is not covered

We will not pay for loss, theft, breakage or damage to:

- Equipment being left unattended unless in a recognised secure place or in the **secure area** of a motor **vehicle**, provided there is evidence of force and violence being used to gain entry.
- Equipment more than 5 years old.

(continued)

Please remember

- You must obtain a property irregularity report from the courier for damage to any equipment whilst in transit.
- Loss, theft or suspected theft of equipment must be reported to the police within 24 hours of discovery and a Police Report obtained.
- A deduction will be made for any wear and tear or betterment in any claim settlement for winter sports equipment.

What is covered

Part Two - Essential Replacement Items

We will pay **you** up to £25 per day to a maximum of £300 for reasonable costs incurred by **you** in hiring equipment following accidental loss (including temporary loss in transit for more than 12 hours) or damage to **your** own equipment during the **trip**.

Part Three - Loss of Ski Pass and Fees

We will pay up to £250 per person for the proportionate value of any nonrefundable ski passes, hire or tuition fees following:

- Accident or sickness totally preventing you from continuing your holiday.
- \bullet The loss or theft of \boldsymbol{your} ski pass.
- Total resort closure preventing **your** travel to an alternative ski area.

Part Four - Piste Closure

We will pay **you** up to £20 per day to a limit of £200 to enable **you** to travel to an alternative resort and to pay for an additional ski pass in the event of piste closure in **your** resort resulting in the closure of all ski-lifts for a period in excess of 24 hours.

Part Five - Delayed Resort Departure

We will pay you £20 per day for each complete 24 hours after your scheduled resort departure up to a limit of £200 for reasonable additional accommodation and food expenses incurred as a result of complete transport failure due to adverse weather conditions preventing your departure from the resort. Where alternative transportation to the United Kingdom is required because your original travel tickets cannot be changed we will pay up to £200 for alternative return transportation to the United Kingdom.

What is not covered

We will not pay any claim:

- Made outside the recognised skiing season in the ski resort where the loss occurred.
- Where the holiday was not pre-booked.
- Under Piste Closure, where the cover was effected less than 14 days before departure or if you do not travel to an alternative resort following piste closure.

General Conditions applying to this Cover

This part describes certain responsibilities and procedures. For claims to be paid or assistance to be provided under these Terms and Conditions you must:

- 1. Be a resident of the UK.
- Take reasonable care to safeguard against accident, injury, loss or damage as if the cover was not in force.
- Notify the police or the carrier, as appropriate, as soon as reasonably possible and within 24 hours for losses under Sections 13, 15, 22 and where applicable Section 23, giving full details of any **incident** which may result in a claim.
- 4. Notify **us** of any claim within 2 months of the event.
- Forward to us immediately upon receipt every writ, summons, legal process or other communication in connection with a claim.
- 6. Give all the necessary information, documentation and assistance that we may require at your expense, including where necessary, medical certification and details of your household insurance and any other insurance which may cover a claim under these Terms and Conditions.
- Not admit liability or make an offer or promise of payment without our written consent.
- 8. Travel only to the Geographical Regions identified in **your** Schedule.
- 9. Not participate in **hazardous activities**.
- 10. Observe **your** licence conditions and all the terms, provisions, conditions and endorsements laid down in this booklet.

- 11. Reimburse **us**, within 1 month of the request, any expense incurred by **us** in providing any service under this cover for which **we** are not responsible.
- 12. If **we** must make a payment because the laws of any country require **us** to do so, **we** may recover from **you**, or the person who is liable any payment that is not covered by this policy.
- 13. Make sure **your vehicle's** fit to drive when **you** take out **your** policy, and at the start of each journey.
- 14. Agree that **we** can carry out an inspection of **your vehicle** at any time.

We reserve the right to:

- Decline any claim which is any way connected with a pre-existing medical condition suffered by **you** or a travelling companion which was not disclosed to and accepted in writing by **us** at the date of issue of this cover.
- 2. You must be honest and truthful in your dealings with us at all times. If you, any person insured under this policy or anyone acting on your behalf attempts to deceive us or knowingly makes a false claim, we have the right to cancel your policy, refuse claims and retain any premium paid. We may recover from you any costs we have incurred, including the costs of investigating the claim.

We will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred.

General Conditions (continued)

In addition, **we** have the right to cancel any other products **you** hold with **us** and share details of this behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings.

- 3. Take over and deal with in **your** name the defence or settlement of any claim made under this cover.
- 4. Take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under this cover.
- Cancel all benefits provided by the cover for a **trip** when a payment is made under Sections 17 or 18 for that **trip**.
- 6. Not refund the premium unless you return the Terms and Conditions and Direct Line European Breakdown cover Schedule to us within 14 days of issue provided no claims have been made and we receive it prior to the departure date of your trip.
- 7. Cancel the cover in the event of the non-payment of the premium.
- Apply an additional premium or special conditions or exclude cover for a medical condition if **your** health changes significantly during the **period of cover**.
- 9. Have the benefit and use of any unused travel tickets.

General Exclusions applying to this Cover

Cover will not apply in respect of:

- 1. Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations and if the vehicle doesn't meet the legal requirements and driving laws that apply for example, it may need to be taxed and have a valid MOT certificate. We can check these details when you ask us for help.
- 2. **Vehicles** used for hire or reward, including taxis, or for carrying goods for reward (unless specifically agreed by us when you first took out the cover).
- 3. **Vehicles** temporarily immobilised by floods or snow affected roads or as a result of whole or partial immersion in water, snow, sand or mud.
- 4. **Vehicles** used for and/or involved in motor racing, off road use (away from public roads and over rough terrain), rallies, speed or duration tests or practising for such events.
- 5. Previous inadequate repairs to the **vehicle** on cover.
- 6. Transportation of horses or livestock.
- 7. Any deterioration of or loss of or damage to property, or any legal liability, injury, illness, death, or expense caused by, contributed to or arising from:
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.

- 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.
- Delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or any Government Officials or Authorities of any country.
- Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 8. **Your** suicide or wilfully self-inflicted injury or illness, sexually transmitted diseases, alcohol related incidents or the use of drugs, solvent abuse, the effects of alcohol or self-exposure to needless peril.
- 9. **Your** operational duties as a member of the armed forces.
- 10. Your own unlawful action.
- 11. **You** travelling in an aircraft (other than as a fare paying passenger in a fully licensed passenger carrying aircraft and for no other purpose).
- 12. Any losses that are not directly associated with the **incident** that caused **you** to claim. For example, loss of earnings due to being unable to return to work following injury or illness, the cost of replacing locks in the event that keys are lost whilst on a **trip** or for losses arising from a delay in providing the services to which this cover relates.

- 13. Any loss due to currency exchanges of any and every description.
- 14. The expense of supplying all certificates, information and evidence which **we** may require. However, when a claim for bodily injury or illness occurs, **we** may request, and will pay for, any **insured person** to be medically examined on our behalf. **We** may also request, and will pay for, a post-mortem examination if any **insured person** dies.
- 15. Any claim arising from circumstances known to **you** at the time of applying for cover, or at any time prior to the commencement of a **trip**, or any claim arising as a result of a fact or facts material to this cover where such fact or facts have not been disclosed to **us**.
- 16. Any expenses which would have been incurred in the normal course of the **trip**.
- 17. The parties to this contract are **you** and **us** and a person or company who is not a party to this contract has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the contract. This does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 18. **Terrorism**. This exclusion does not apply to Section 16 Emergency medical and travel expenses **abroad** or to Section 19 Personal accident except where nuclear, chemical or biological weapons, devices or agents are used.

Notes			



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