

# **Travel Plus**

# Single Trip & Annual Multi-trip Travel Insurance Policy Wording

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## **Contacting Us**

If you have any questions about your policy, please contact us at **www.travelplusinsurance.co.uk** or call us on: **023 9241 9050** for Brokers, Monday to Friday 9am-5pm, closed Bank Holidays, or **023 9241 9070** for Direct Customers, Monday to Friday 8am-6pm, closed Bank Holidays

Contacting us to notify us of an emergency or make a claim under this policy could not be easier.

When you contact us, you will need to tell us your name, your policy number and your contact details so we can keep in touch. Please try to have these and other useful information to hand.

Please make sure you notify us within thirty days of your trip ending of any occurrence likely to give rise to a claim.

We recommend that you save these important telephone numbers into your mobile phone.

	Phoning from the UK	Phoning from abroad
<b>Emergency Medical Assistance</b> 24 hour worldwide emergency medical assistance service	01242 218 999	+44 (0)1242 218 999
Claims Service (all sections <i>other than</i> sections 9, 18, 19 & 20 - see below) Telephone Monday to Friday 9am-5pm, closed Bank Holidays Claims Department P J Hayman & Company Limited Stansted House, Rowlands Castle PO9 6DX Email: claims@pjhaman.com	023 9241 9866	+44 (0)23 9241 9866
Legal Expenses & Advice (section 9) - Emergency Helpline & Claims Service Lyons Davidson Limited Victoria House, 1 Victoria Street, Bristol BS1 6AD	0800 923 4217	+44 (0)800 923 4217
Gadget Cover (section 18) - Claims Service Visit our online claims portal: https://bastion.directgroup.co.uk/ Email: gadgetclaims@directgroup.co.uk Notify the claim administrators as soon as possible but ideally within 48 hours of your return to the UK.	0330 102 8698	+44 (0)330 102 8698
Consular Assist Cover (section 19) - Emergency Helpline & Claims Service <u>or</u>	033 33 70 70 70 01384 885 706	+44 (0)33 33 70 70 70 +44 (0)1384 885 706
Travel Consumer Dispute (section 20) - Claims Notification & Advice Helpline Service Operates between the hours of 09.00 - 17.00 Monday to Friday excluding Bank Holidays. Claims must be notified within 30 days of returning from the trip which is the subject of the dispute and may give rise to any claim under this policy. Failure to do so could lead us to decline that claim.	01384 377000	+44 (0)1384 377000
Please refer to the specific conditions relating to claims under section 20 within this policy.		

## Large Print and Braille

If you have problems reading this booklet, you can always call our Customer Services team for a large font, or Braille version. Phone: 023 9241 9050

## <sup>4</sup> Schedule of Benefits - Single Trip (ST) & Annual Multi-trip (AMT)

our chosen cover option will be specified in your policy schedule. You should read this policy wording for the full terms and conditions.

Cover per per	over option will be specified in your policy schedule. You should son/per event	Essential - Limit up to	Premier - Limit up to	Premier Plus - Limit up to
Excess*		£100	£75	£50
1 Emergence Hospital be	/ dental treatment	£7,500,000 £100 (£10 each 24 hrs) £200 £500	£10,000,000 £500 (£25 each 24 hrs) £350 £500	£10,000,000 £2,000 (£100 each 24 hrs) £500 £500
2 Personal		£5,000	£15,000	£30,000
3 Baggage - Pair or se - Total for a		£1,000 £200 £100 £100	£2,000 £300 £300 £300 £300	£3,000 £500 £750 £750 £750
4 Cancellati	on & Cutting Short a Trip	£750	£3,000	£7,500
Delayed de Abandonm	ay & Missed Departure sparture ent of trip (after 10 hours delay) varture (on your outward journey)	No Cover	£100 (£20 each 10 hrs) £3,000 £500	£500 (£100 each 10 hrs) £7,500 £1,500
6 Passport,	Documents or Driving Licence	£200	£300	£500
7 Personal I - Cash limi		£300 £150	£500 £250	£1,500 £750
8 Personal I	•	£2,000,000	£2,000,000	£2,000,000
<u> </u>	enses & Advice	No Cover	£10,000	£50,000
	Delay (after 8 hours delay)	£150	£150	£500
11 Travel Ris Hijack/Kidr Mugging Catastroph	ар	No Cover	£2,500 (£100 each 24 hrs) £250 £750	£10,000 (£500 each 24 hrs) £1,000 £1,500
Additional Hospital be Personal a	r medical assistance & expenses ravel & accommodation expenses mefit ccident	£7,500,000 No Cover £100 (£10 each 24 hrs) £5,000	£10,000,000 £1,500 £500 (£25 each 24 hrs) £15,000	£10,000,000 £3,000 £2,000 (£100 each 24 hrs) £30,000
Delayed de Unused tra Additional	isruption including Airspace Closure eparture vel & accommodation costs/Excursions accommodation & transport costs tery/Pet sitting fees	Optional £250 (£50 each 12 hrs) £5,000/£250 £1,000 £200	Optional £250 (£50 each 12 hrs) £5,000/£250 £1,000 £200	Included £250 (£50 each 12 hrs) £5,000/£250 £1,000 £200
14 Scheduled	Airline Failure and End Supplier Failure	No Cover	£3,000	£5,000
15 Winter Sp Winter spo Winter spo Piste closu Delay due Winter spo	orts Cover** rts equipment own rts equipment hired	No Cover	Optional £500 £150 £250 (£25 each 24 hrs) £200 £250 £100	ST Optional / AMT Included           £1,000         £300           £500 (£50 each 24 hrs)         £400           £500         £200
Formal cru Cruise itine	barkation cover ise attire & delay (over 8 hrs) rary changes emergency medical assistance & expenses - ship to shore repat inement	No Cover	Optional £1,500 £2,500/£500 £1,000 £100,000 £1,000 (£100 each 24 hrs) £500	ST Optional / AMT Included £1,500 £2,500/£500 £1,000 £100,000 £1,000 (£100 each 24 hrs) £500
- Pair or se Essential it Courier rep Business n	quipment samples limit t limit em replacement & hire (after 8 hours delay) lacement costs	No Cover	Optional £2,000 £1,000 £1,000 £250 £250 £250 £1,000 £1,000	Optional £2,000 £1,000 £250 £250 £1,000 £1,000
18 Gadget Co	ver	No Cover	£1,000	£1,500
19 Consular	Assist Cover	No Cover	Insured Incident	Insured Incident
20 Travel Cor	sumer Dispute	No Cover	£10,000	£50,000

## \* Excess

- The excess as shown above, will apply to sections 1, 3, 4 (£25 Loss of Deposit excess will apply), 5, 6, 7, 8, 12, 14 and 18.
- Where cover is included or taken as an option, the excess will also apply to sections 15, 16 and 17.
- Section 18 'Gadget cover' the excess for Premier cover is reduced to £50.
- Section 20 'Travel consumer dispute' the excess is reduced to £35.
- Excess waiver: if you have paid the additional premium for the excess waiver, the excess would be reduced to Nil in the event of a claim (other than sections 18 and 20). Note: any excess imposed by us following your call to our Medical Screening Service will apply (other than sections 18 and 20).
- Voluntary excess: if you have opted for a discounted premium in favour of a voluntary excess, all excesses (other than sections 18 and 20) will be increased to £250. There is no voluntary excess option available if you have purchased Essential cover.

## \*\* Winter Sports & Cruise covers - with Premier Plus cover

- Annual Multi-trip policy cover is automatically included. Single Trip policy additional premium must be paid and shown on your policy schedule.

## Information for the Entire Policy

Your policy is an agreement between you (the insured person shown in the policy schedule as the insured person) and the various parties providing the cover under the individual sections of this policy but is only valid if you pay the premiums.

Your most recent policy schedule sets out the information we were given when we agreed to provide you with the cover and terms of your policy.

Your policy provides cover for the sections and the period of insurance shown in your policy schedule. You must read your policy, policy schedule and any special terms or conditions, as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact us as soon as possible.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your policy may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate with you in English.

The conditions and exclusions that apply to all parts of your policy are shown on pages 11, 12 and 13. Please make sure that you read these as well as the cover shown in each section.

## Your cancellation rights

Statutory Cancellation Rights - you may cancel this policy within 14 days of receipt of the policy documents by contacting us on **023 9241 9050** if you purchased your cover through a Broker or **023 9241 9070** if you purchased direct from P J Hayman & Company Limited. Any premium already paid will be refunded to you providing you have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Cancellation Outside the Statutory Period - you may cancel this policy at any time after the 14 day statutory period by contacting us on **023 9241 9050** if you purchased your cover through a Broker or **023 9241 9070** if you purchased direct from P J Hayman & Company Limited. If you cancel the policy, you may be entitled to a pro rata refund of premium.

We reserve the right to cancel the policy by providing 21 days notice by registered post to your last known address. Any premium refund will be calculated in accordance on a pro rata basis.

Please see 'Conditions which apply to the whole policy' for full details of all cancellation conditions and charges applicable.

#### Automatic extension of cover

If you are unable to return home before your cover ends due to reasons outside your control, your insurance will remain in force without additional premium for:

- up to 14 days, if any vehicle you are travelling in breaks down, or your public transport carrier in which you are travelling as a ticket holding passenger is cancelled or delayed;
- up to 14 days, if due to the reasons set out in section 13 'Journey disruption including airspace closure' (only applies if this section is shown as insured in your policy schedule); or
- up to 30 days, if due to your injury, illness or compulsory quarantine. We may extend your period of insurance for longer if considered medically necessary by our Emergency Medical Assistance Service under section 1 'Emergency medical assistance & expenses' or under section 12 'Terrorism cover' where Emergency medical assistance & expenses cover is provided

## Third party rights

You and we have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. You and we can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.

## **Dual insurance**

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability we will not pay more than our proportional share (not applicable to section 2 'Personal accident' or section 12 'Terrorism cover' where Personal accident cover is provided).

#### **Optional cover**

Your policy may be extended to include optional sections of cover, as shown in the 'Schedule of Benefits'. There will be no cover unless you purchase the relevant optional cover for your trip:

Essential cover - for Journey Disruption including Airspace Closure.

Premier cover - for Journey Disruption including Airspace Closure, Winter Sports cover, Cruise cover or Business cover.

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Premier Plus cover - for Winter Sports cover (Single Trip policy), Cruise cover (Single Trip policy) or Business cover.

Your policy will be extended to include the additional cover shown under the relevant section, where optional cover is taken under section 13 'Journey Disruption including Airspace Closure', section 15 'Winter Sports cover', section 16 'Cruise cover' or section 17 'Business cover', additional premium must be paid and shown on your policy schedule, to cover your trip.

## **Our Complaints Procedure**

#### Our commitment to customer service

We are committed to providing a high level of customer service. If you don't feel we have delivered this, we would welcome the opportunity to put things right for you.

#### Many concerns can be resolved straight away

Therefore first of all, please get in touch with your usual contact (this could be your insurance broker or the company that has dealt with your claim) as they may be able to provide you with an immediate response to your satisfaction. If they are unable to deal with your complaint themselves, they will refer your complaint to the correct party.

#### • For complaints relating to all sections other than sections 18, 19 & 20

## Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with the customer liaison department as detailed below, they will generally be able to provide you with a prompt response to your satisfaction. You can contact us for any policy related issues as below:

## Telephone: 0800 408 0979

By

post:	Customer Liaison Department, Zurich Insurance plc
	Shurdington Road, Cheltenham GL51 4UE

If your complaint concerns the sale of your policy, please contact:

By post: The Customer Services Manager, P J Hayman & Company Limited Stansted House, Rowlands Castle, Hampshire PO9 6DX

## Telephone: 02392 419 833

Email: Customerservices@pjhayman.com

For any claims related issues please refer to your claims correspondence for contact details or the 'Contacting us' section of this policy.

#### Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## For section 18 'Gadget cover'

You should in the first instance write to: Claims Administrators, Customer Relations Direct Group, Quay Point, Lakeside Boulevard, Doncaster DN4 5PL Email: gadgetcomplaints@directgroup.co.uk

#### Telephone: 0345 074 4788

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

- For section 19 'Consular assist cover' and section 20 'Travel consumer dispute' You should in the first instance write to:
  - The Managing Director, Legal Insurance Management Ltd
  - 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF Email: claims@legalim.co.uk

#### Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you can ask the Financial Ombudsman Service to review your case. You'll need to contact them within 6 months of the date of our final decision letter. You can also ask the Ombudsman to review Your case if we have not provided you with a final decision within 8 weeks of receiving your complaint. The service they provide is free and impartial. They can be contacted as follows: Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR Telephone: **08000 234567** (free on mobile phones and landlines) Email: **complaint.info@financial-ombudsman.org.uk**  6 If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

## Alternatively online sales only

Although contacting us directly is the quickest way to complain, the European Commission has set up an online platform where consumers in all EU countries can register a complaint. This can only be used for complaints about purchases made online.

The Online Dispute Resolution service (ODR) directs your enquiry to our Customer Relations Team who will handle it in the usual way. It will also let you know that the Financial Ombudsman Service (FOS) is the UK's dispute resolution body for insurance. Should you need to escalate your complaint further ODR will transmit your complaint to FOS after 30 days.

Please note that this new EU service facilitates contact only. It doesn't provide any other complaints service. You can find this platform at: http://ec.europa.eu/odr. Please quote our email address: complaints@myzurich.co.uk

#### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available at **www.fscs.org.uk** or by contacting the FSCS directly on **0800 678 1100**.

## **Important Notes**

#### Who controls my personal information?

This notice tells you how P J Hayman & Company Ltd and Zurich Insurance plc, as Joint data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, contact our Data Protection Officer at: P J Hayman & Company Ltd, The Old Theatre, Stansted House, Rowlands Castle, Hampshire PO9 6DX or email the Data Protection Officer at CustomerServices@pjhayman.com

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow SK9 5AF.

#### What personal information will you collect about me?

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by us. More information about this can be found in the 'How do you use my personal information' section.

#### How do you use my personal information?

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

- 1. to provide you with a quotation and/or contract of insurance;
- 2. to identify you when you contact us;
- 3. to deal with administration and assess claims;
- to make and receive payments;
- 5. to obtain feedback on the service we provide to you;
- to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;

#### 7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

#### Who do you share my personal information with?

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

#### How do you use my personal information for websites and email communications?

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

#### How do you transfer my personal information to other countries?

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon SN11HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

## How long do you retain my personal information for?

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

## What are my data protection rights?

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation;
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

#### What happens if I fail to provide my personal information to you?

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

## How do you use my claims history?

When you tell us about an incident or claim we may pass information relating to it to the relevant database. We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

## Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- a) check your personal data against counter fraud systems;
- b) use your information to search against various publicly available and third party resources; use industry fraud tools including undertaking credit searches and to review your claims history;
- c) share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## Definitions

The following key words or phrases have the same meaning wherever they appear in this policy, unless stated below or as otherwise shown in section 16 'Cruise cover' or section 17 'Business cover', section 18 'Gadget cover' or section 19 'Consular assist cover'. Definitions are shown in bold throughout the policy.

Accident/Accidental/Accidentally – an event that is sudden and unexpected, which is caused by external and visible means at a time that can be identified.

Baggage – your personal clothing and effects, sports equipment, suitcases, luggage and or similar.

Business trip – a trip for business purposes involving administrative duties and excluding manual work.

Channel Islands - Jersey, Guernsey, Alderney, Sark and Herm.

Children/Child – Your children, your partner's children and the grandchildren of you or your partner, including step children, step grandchildren and fostered or adopted children or grandchildren, provided that they are:

- under 18 years old on the date cover commences, if purchasing Essential cover;
- under 18 years old on the date cover commences (extended to 23 if still in full time education), if purchasing Premier or Premier Plus cover;
- dependent on you or your partner (or in the case of grandchildren dependent on you or your partner or their parent(s));
- not married or living with their **partner**.

**Close business partner** – a person working for the same company or a **close business partner** of the **insured person** whose absence from work along with **you** would prevent the proper functioning of the business. A senior manager or director of the business must confirm this in the event of a claim.

**Close relative** – **your partner**, fiancé(e), parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, aunt, uncle, cousin, nephew, niece, step-parent, step brother, step sister, step child, foster child and legal guardian.

**Complications of pregnancy or childbirth** – means the following complications of pregnancy as certified by a **medical practitioner**: toxaemia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); hyperemesis gravidarum; ante partum haemorrhage; placental abruption; placenta praevia; post-partum haemorrhage; retained placenta membrane; miscarriage; stillbirths; medically necessary emergency Caesarean sections/medically necessary termination; and any premature births or threatened early labour more than 8 weeks (or 16 weeks in the case of a multiple pregnancy) prior to the expected delivery date.

**Cruise** – a **trip** of more than 72 hours duration, sailing as a passenger on a purpose built ship on rivers, sea/s or oceans that may include stops at various ports.

**Excess** – the first amount of any claim for which **you** are responsible to pay. The **excess** applies to each **insured person** per claim except for section 8 'Personal liability' where the **excess** is per policy. If a claim is made under more than one section which is caused by the same event at the same time, one **excess** per **insured person** will apply and this will be the highest **excess** payable.

**Hospital** – a licensed medical institution which meets the following criteria:

- it has facilities for medical diagnosis and/or for treating injured and sick people;
- it is run by medical practitioner(s);
- it provides care supervised by state registered nurses or the local equivalent; and/or
- it is not a medical institution only specialised in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home, or a place for drug and/or alcohol rehabilitation.

Home – your normal place of residence within your home area. Home area – is:

For residents of the **United Kingdom** excluding **Channel Islands** and the Isle of Man, **your home area** means the **United Kingdom**, excluding **Channel Islands** and the Isle of Man. For residents of the **Channel Islands** and Isle of Man, **your home area** means either the particular **Channel Island** on which **you** live or the Isle of Man depending on where **your home** is.

For British members of Her Majesty's Armed Forces **your home area** means any British Forces Post Office (BFPO) location where **you** are stationed overseas.

**Illness/Ill** – sudden and unforeseen change in health, sickness or disease (including **complications of pregnancy or childbirth**) contracted as certified by a **medical practitioner**.

**Injury** – bodily **injury** sustained in an **accident** directly and independently of all other causes.

Insured person/You/Your/Yours – each person travelling on a trip whose name appears in the policy schedule.

**Loss of limb(s)** – loss by physical separation at or above the wrist or ankle joint or permanent total functional disablement of an entire hand, arm, foot or leg.

Loss of sight - complete and irrecoverable loss of sight:

- in both eyes if registered as blind on the authority of a fully qualified ophthalmic specialist; or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Manual work – physical work or work involving the use or operation of mechanical or non-mechanical machinery or equipment.

Medical condition – any illness, injury, disease or condition that we asked you to disclose to us under the 'Health Warranty'. This includes any condition you are aware of and which affects a close relative, business associate or travel companion or a person you are planning to stay with.

Medical practitioner – a registered practising member of the medical profession who is not related to you or your travel companion.

**Normal pregnancy or childbirth** – means pregnancy or childbirth without any **complications of pregnancy or childbirth**.

Pair of set – items of **baggage** or **valuables** forming part of a set or which are usually used together.

**Partner – your** husband, wife or civil partner, or someone of either sex that **you** live with as though they were **your** husband, wife or civil partner.

#### Period of insurance - means:

Single Trip\* – the policy cover start date and **trip** duration shown in **your policy schedule**. Cover for **your trip** applies as follows:

- for cancellation of a trip by you cover applies from the policy start date and ends when you leave your home on the trip start date.
- for cutting short a trip by you and for all other sections cover applies when you leave your home on the trip start date and ends on the trip end date or when you return home, whichever is earlier.

Annual Multi-trip\* – the policy cover start date and end date shown in **your policy schedule**. Cover for individual **trips** applies as follows:

- for cancellation of a trip by you cover is effective immediately a trip is booked or from the policy start date shown on the policy schedule (whichever is the latest), and terminates on the commencement of each trip, or on the expiry of the policy (whichever is the earlier).
- for cutting short a trip by you and for all other sections cover applies when you leave your home to begin a trip and ends when you return home.

Each trip must not exceed the number of days shown under trip duration in your policy schedule.

One-way trip - cover applies as follows:

- cancellation cover is effective from the date shown on the **policy schedule** and terminates on commencement of the planned **trip**.
- all other covers begin on the start date shown on the policy schedule.
- all cover finishes 48 hours after the time you first leave the immigration control of your final destination country (maximum duration must not exceed 31 days).

\*Please also refer to 'Automatic extension of cover' under 'Information for the entire policy'.

**Personal money** – bank notes and coins in legal tender, cheques, travellers' cheques, postal or money orders, pre-paid coupons or vouchers or travel tickets, pre-booked event and entertainment tickets, phone cards and pre-paid electronic money cards, all held for personal use and which are non-refundable.

**Permanent total disablement** – a permanent and total disablement which means **you** cannot do any kind of job.

Policy schedule – the document giving details of the period of insurance, your cover, the premium, any medical conditions you have declared and the policy number. The policy schedule includes all the information you provided when we prepared your quotation.

**Public transport carrier** – any mechanically propelled vehicle operated by a company or under an individual licence to carry passengers for hire, including but not limited to aircraft, bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.

8 Sports equipment – specialist equipment belonging to you used specifically for a particular sport or leisure pursuit.

**Travel companion** – a person with whom **you** are travelling or have arranged to travel with to the same destination.

Trip – a holiday or journey (including a **business trip**) which is a round **trip**, starting from when **you** leave **your home area**, and which ends on **your** return to **your home area**. A **trip** is either:

- for travel in your home area, where it must include two or more consecutive nights' stay in accommodation which has been booked prior to departure (includes a prebooked tent or caravan pitch); or
- for travel outside your home area, to and from the geographical region or country stated in your policy schedule.

Each **trip** must not exceed the number of days shown in **your policy schedule** and **trips** must start and end during the **period of insurance**. (See also 'Period of insurance – Annual Multi-trip' and 'Period of insurance – One way-trip').

UK resident - an insured person who, at the time of buying their policy:

- has their main home in the UK and has lived in the UK for at least 6 months or holds a valid British residency permit or visa or are a British member of Her Majesty's Armed Forces stationed overseas; and
- is registered with a UK medical practitioner; and
- is liable to pay taxes in England, Scotland, Wales or Northern Ireland.

Usual, reasonable and customary – means the most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are reasonable. We will determine what usual, reasonable and customary charges are, and in doing so may consider one or more of the following factors:

- a) the level of skill, extent of training, and experience required to perform the procedure or service;
- b) the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services;
- c) the severity or nature of the illness or bodily injury being treated;
- the amount charged for the same or comparable services, medicines or supplies in the locality;
- the amount charged for the same or comparable services, medicines or supplies in other parts of the country;
- f) the cost to the medical provider of providing the service, medicine or supply;
- g) such other factors as we, in the reasonable exercise of discretion, determine are appropriate.

**Unattended** – where **you** are not in full view or in a position to prevent unauthorised taking or interference with **your baggage, valuables, winter sports equipment**, and/or business equipment.

United Kingdom/UK – England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Valuables – jewellery, watches, furs, leather goods, items made of or containing gold, silver, precious metals or precious or semi-precious stones, sunglasses, spectacles, musical instruments, telescopes, binoculars, portable satellite navigation equipment and GPS devices, mobile/smart phones, photographic and camera/video equipment, and portable and/or hand held audio/visual or computer equipment (such as but not limited to: laptops, tablets, personal digital assistants (PDAs), MP3/4 players, e-readers) including their games, headphones, discs and accessories.

We/Us/Our/Ours - means:

Zurich Insurance plc. for sections 1 to 17.

UK General Insurance Ltd on behalf of Great Lakes Insurance SE. for sections 18 & 19.

Royal & Sun Alliance Insurance plc for section 20.

Winter sports - the activities listed on page 11.

Winter sports equipment – skis, poles, bindings, snowboard, helmets, boots, ice skates, snow shoes, (including their accessories) and essential clothing and protective items that you own or hire.

You/Your/Yours-see 'insured person'.

## Eligibility

We will provide the sections of cover as stated in your policy schedule during the period of insurance providing:

- You are a UK resident.
- For Single Trip cover
  - You are aged:
  - 65 years or under at the date you purchased the policy, for Essential cover
  - 89 years or under at the date **you** purchased the policy, for either Premier or Premier Plus cover

You are not travelling for more than:

- 94 days for Essential cover
- 94 days (reduced to 35 days if aged 75 years and over at the start date of the policy) for Premier or Premier Plus cover.

For Annual Multi-trip cover

You are aged:

- 65 years or under at the start date of the policy for Essential cover
- 85 years or under at the start date of the policy for either Premier or Premier Plus cover.

(If **you** have Annual Multi-trip cover, **we** will contact **you** prior to the expiry of the **period of insurance** as shown on **your policy schedule**. We will give **you** at least 21 days written notice before the expiry date)

You are not travelling for more than:

- 24 days, for Essential cover
- 35 days (option to extend to 45 or 60 days, if aged between 18 and 69 at the start date of the policy), for Premier or Premier Plus cover.
- You are a child named as an insured person. When purchasing Essential cover, children must travel with an insured person aged 18 years or over. When purchasing Premier or Premier Plus cover children may travel independently from the insured persons.

Children must have the permission of their parent and/or guardian and be accompanied by a responsible adult. We cannot cover unaccompanied children.

- You are not travelling against medical advice and have sought medical advice if you have any health concerns affecting your ability to travel.
- You comply with any requirements of your public transport carrier in its agreement to provide a service.
- Your travel meets the definition of a trip or a business trip.
- Students Extension (Annual Multi-trip cover only) for Channel Islands & Isle of Man residents:

You are a child who is normally resident in the Channel Islands or the Isle of Man and on payment of an additional premium, may commence your trip from your home area or a place of education in England, Scotland, Wales or Northern Ireland.

## Important exclusions and conditions relating to health

At the time of buying cover we advised you that:

- you must tell us about <u>ALL</u> medical conditions for which you answered yes under the following 'Health Warranty' and 'Medical Screening'
- we cannot provide cover for medical conditions that you choose not to tell us about or where your state of health is worse than you told us
- we will cover you for claims associated with those pre-existing medical conditions you disclosed to us, we accepted in writing and for which you have paid any additional premium due.

We also advised you that:

- you MUST advise us of any 'Change in State of Health' during the period of insurance
- we will not cover you for claims associated with pre-existing medical conditions where there has been a change to your state of health that has not been disclosed to us or that we have not accepted in writing, where the change occurs:
  - before paying the balance or further instalments for your trip
  - prior to your departing on your trip
  - before booking a new trip.

## **Health Warranty**

You will not be covered for any trip, where at the time of taking this insurance or booking your trip or paying any further balance payments, if you or anyone to be insured under this policy:

- have any undiagnosed condition or any symptoms that are or should be under investigation
- have any condition for which they are on a waiting list for treatment
- intend travelling against medical advice (or would have had this been sought) or to seek treatment abroad
- have a terminal condition

#### **Medical Screening**

Has anyone to be insured under this policy:

- ever had a heart condition or heart related condition?
- ever received treatment for a respiratory condition requiring a hospital admission or the use a nebuliser and/or supplementary oxygen?
- in the last 5 years had treatment for any form of cancer?
- in the last 5 years had treatment for any form of circulatory condition?
- in the last 2 years received any surgery, inpatient or outpatient treatment or had any test or investigations in a hospital or clinic or been seen by a specialist consultant?
- in the last 6 months had a change in prescribed medication?

If YES, they will need to call our Medical Screening Service on 02392 419 068.

## **Change in State of Health**

- If your health changes after you have purchased your policy but before you commence your trip (or in the case of Annual Multi-trip cover before booking your next trip) or pay the balance or any further instalments for your trip, you must tell us about these changes, if:
  - you have seen a medical practitioner because you develop a new medical condition, your prescribed medication changes or an existing medical condition deteriorates;
  - you have seen or been referred to a consultant or specialist;
  - you are waiting to receive treatment (including surgery, tests or investigations) or the results of tests and investigations, or have been admitted to hospital.

If there is a change in health of anyone insured under this policy **you** must contact **our** Medical Screening Service on **02392 419 068 we** will then tell **you** if **we** can cover **your medical conditions** free of charge or for an additional premium.

- If we cannot cover your medical conditions, or you do not want to pay the additional premium quoted, we will give you the choice of either:
  - making a cancellation claim for any pre-booked trips; or
  - cancelling your policy and receiving a proportionate/partial refund (provided that you have not made a claim or are about to).

## **Assistance services**

We offer you our 24-hour worldwide assistance service relating to the sections of cover shown in the Schedule of Benefits.

We arrange access to the following services:

Cash transfer advice

If you need money to pay for travel or accommodation because of theft, loss, **illness** or **injury**, **we** will advise **you** on the process **you** must follow to get money.

Consular and embassy referral

Where possible, **we** will give **you** the details of the representative of the relevant consulate or embassy. For example, if **you** have lost **your** passport, driving licence or travel documents.

- Emergency travel and accommodation arrangements Where possible, we will help you to arrange emergency alternative transportation and accommodation.
- Sending urgent messages
- We will help you to send urgent personal messages or get messages to you if you experience travel delay or suffer from illness or injury.

For confirmation contact **our** Emergency Medical Assistance Service on: +44 (0)1242 218 999

## **Geographical Areas**

You will not be covered if you travel outside the area you have chosen, as shown on your policy schedule.

## Europe 1 (other than Europe 2 countries as listed below) including:

Austria, Azores, Belgium, Bulgaria, **Channel Islands**, Corsica, Croatia, Czech Republic, Denmark (and the Faroe Islands), Finland, France, Germany, Gibraltar, Hungary, Iceland, Isle of Man, Italy, Liechtenstein, Luxembourg, Madeira, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Sicily, Slovakia, Slovenia, Sweden, **United Kingdom**.

## Europe 2 including:

Europe 1 shown above and Andorra, Cyprus, Greece, Morocco, Spain including the Balearic and the Canary Islands, Switzerland, Tunisia, Turkey.

## Australia & New Zealand including:

up to 48 hours stopover in a country within a Worldwide area.

## Worldwide including:

Egypt & Israel (but excluding Canada, Caribbean, USA, Afghanistan, Liberia and Sudan).

## Worldwide including:

Canada, Caribbean, USA (but excluding Afghanistan, Liberia and Sudan).

## Where Annual Multi-trip cover is purchased:

Europe 1 & Europe 2 will be shown as Europe.

Australia & New Zealand will be included within Worldwide areas including Egypt & Israel but excluding Canada, Caribbean, USA, Afghanistan, Liberia and Sudan.

## Activities you are covered for

Your policy covers you during your trip, for the sports and activities listed in Activity Pack 1 below, at no extra charge.

The sports and activities listed in Activity Packs 2, 3 and 4 may be covered upon payment of an additional premium.

Specific exclusions and conditions apply where shown.

We will not cover:

- Activities not listed.
- Winter sports activities unless section 16 'Winter sports cover' is included or taken as an option and shown in your policy schedule.
- As a professional in an activity.
- Activities undertaken against local warning or safety guidelines. Where applicable you must use the appropriate and recommended safety equipment. This would include the use of safety helmets, life jackets, safety goggles and protective clothing where appropriate.
- Sports equipment or sports clothing whilst in use.
- Winter sports activities involving ice climbing, ski acrobatics, ski flying, skiing against local authority or resort management warning or advice, ski-stunting, ski jumping, ski mountaineering, or the use of bobsleighs, luges, bungees or skeletons.

If you intend to undertake any activity not shown that may be considered hazardous, or if you require confirmation of whether your activity is insured, please contact your Broker or P J Hayman & Company Limited on 02392 419 050 (or 02392 419 070 for Direct Customers).

## Activity Pack 1 - covered as standard

Activity	Limitations & Conditions
Abseiling	Under supervision of qualified instructor/guide
Aerobics	
Airboarding	
Angling/Fishing	
Archaeological digging	
Archery	Under supervision of qualified instructor/guide
Assault course	
Athletics	
Badminton	
Banana boating	Organised by licensed operator. No cover for personal liability.
Baseball	
Basketball	
Battle re-enactment	
Beach games	
Billiards (pool/snooker)	
Blade skating	
Board sailing	See windsurfing.
Body/boogie boarding	
Bowling/Bowls	
Breathing Observation Bubble	
Bridge walking	Under supervision of qualified instructor/guide.
Bungee jump/swoop	Single jump. Under supervision of qualified instructor or guide.
<b>C</b> amel riding	Under supervision of qualified instructor guide. No jumping, racing or hunting.
Canoeing	Up to Grade 3 rivers. If in open water within sight of land.
Canopy/treetop walking	No cover for personal accident or personal liability.
Catamaran sailing	Within 20 miles of coastline or inland waters.
Cave tubing	Under supervision of qualified instructor/guide.
Charity or conservation work	Voluntary. For and organised by registered charity or conservation organisation. Maximum length of trip 21 days. Work with hand tools only. No working at height above 3 meters. No cover for personal liability.
Clay pigeon shooting	Under supervision of qualified instructor/guide and through licensed operator. No cover for personal liability.
Climbing wall	
Cricket	
Croquet	
Cross country running	Noracing
Curling	
Cycling (not mountain)	Leisure only. Wearing a helmet. No stunting or racing.

Under supervision of qualified instructor/guide. Within 20 miles of coastline or inland waters. No racing. No cover for personal liability. Car, motorcycle, moped or scooter. On public roads only. Must possess a licence to ride an equivalent motorcycle in the UK. No motor rallies or racing. No cover for personal liability. Under supervision of qualified instructor/guide. Under supervision of qualified instructor/guide. Walking, running, rambling or trekking. Maximum 3,000 metres altitude. Under supervision of lead skipper. Within 20 miles of coastline or inland waters. No cover for personal liability. Includes sightseeing flights. As a passenger in a fully licensed passenger carrying aircraft only.
only. Must possess a licence to ride an equivalen motorcycle in the UK. No motor rallies or racing. No cover for personal liability.         Under supervision of qualified instructor/guide.         Under supervision of qualified instructor/guide.         Walking, running, rambling or trekking. Maximum 3,000 metres altitude.         Under supervision of lead skipper. Within 20 miles o coastline or inland waters. No cover for persona liability.         Includes sightseeing flights. As a passenger in a fully licensed passenger carrying aircraft only.
Under supervision of qualified instructor/guide. Walking, running, rambling or trekking. Maximum 3,000 metres altitude. Under supervision of lead skipper. Within 20 miles o coastline or inland waters. No cover for persona liability. Includes sightseeing flights. As a passenger in a fully licensed passenger carrying aircraft only.
Under supervision of qualified instructor/guide. Walking, running, rambling or trekking. Maximum 3,000 metres altitude. Under supervision of lead skipper. Within 20 miles o coastline or inland waters. No cover for persona liability. Includes sightseeing flights. As a passenger in a fully licensed passenger carrying aircraft only.
Walking, running, rambling or trekking. Maximum 3,000 metres altitude. Under supervision of lead skipper. Within 20 miles o coastline or inland waters. No cover for persona liability. Includes sightseeing flights. As a passenger in a fully licensed passenger carrying aircraft only.
coastline or inland waters. No cover for personal liability. Includes sightseeing flights. As a passenger in a fully licensed passenger carrying aircraft only.
coastline or inland waters. No cover for personal liability. Includes sightseeing flights. As a passenger in a fully licensed passenger carrying aircraft only.
licensed passenger carrying aircraft only.
Under supervision of qualified instructor/guide.
Maximum 3,000 metres altitude.
As a passenger under supervision of licensed operator
Under supervision of licensed operator. No cover for personal accident or personal liability.
Includes sightseeing flights. As a passenger in a fully licensed passenger carrying craft only.
Maximum 3.000 metres altitude.
Organised groups of adults.
Within 20 miles of coastline or inland waters. No racing. No cover for personal liability.
No ice hockey. Wearing a helmet. No jumping, competitions, rodeo hunting or polo.
As a passenger under supervision of licensed operator Driving or as a passenger. No cover for persona liability.
Under supervision of licensed operator.
No hockey or speed skating.
,
No racing. As a passenger under supervision of licensed operator.
No racing or competitions. Under supervision of licensed operator. No cover for personal accident of personal liability.
Re-enactment only.
No racing or competitions. Under supervision or licensed operator. No cover for personal accident or personal liability.
Up to Grade 3 rivers. If in open water within sight of land.
One day events only.
As a passenger under supervision of licensed operator
See driving. Wearing a helmet. Only casual or off road but no endurance. No downhill, freeriding, four-cross, dir

Activity	Limitations & Conditions
Narrowboat/canal cruising Netball	Inland waters only. No personal liability cover.
Octopush Orienteering	
Paddle boarding	If an any water in eight of land & colm waters only
Paint balling	If open water, in sight of land & calm waters only. Wearing eye protection. No cover for personal liability.
Parascending/Parasailing	Towed by boat over water only. Under supervision of licensed operator.
Passenger on a sledge Pedaloes	
Ponytrekking	Wearing a helmet.
Pool (billiards/snooker) Power boating	No racing or competitions. Under supervision of licensed operator. No cover for personal accident or personal liability.
Rackets/Racquetball	
Rafting Rambling/Walking	Up to Grade 3 rivers
Rap jumping/running Refereeing	Under supervision of qualified instructor/guide.
Rifle range shooting	Under supervision of qualified instructor/guide and through licensed operator. No cover for personal liability.
Ringos	Under supervision of licensed operator. No cover for personal liability.
River tubing Roller blading/Roller skating Rounders/Softball	Under supervision of qualified instructor/guide.
Rowing	No racing. If in open water within sight of land. Including for charity purposes
Running Safari/safari trekking	Organised guided tour by vehicle or supervised
Sailboarding (windsurfing)	walking only
Sailing/Yachting	Within 20 miles of coastline or inland waters. No cover for personal liability.
Sandboarding	No cover for personal accident or personal liability.
Sand dune surfing/skiing	No cover for personal accident or personal liability.
Sand yachting	No cover for personal accident or personal liability.
Scuba diving	To maximum depth of 18 metres below sea level. No solo diving. If unqualified must be accompanied by qualified instructor or dive master. No commercial or professional or technical diving (such as cave or cavern, ice, enriched air, free, tutor or wreck diving).
Sea canoeing/kayaking Shinty	If in open water within sight of land.
Shark diving	In cage only. Under supervision of qualified instructor/guide and through licensed operator.
Skateboarding	Wearing a helmet.
Skyjumping	From sky tower in New Zealand only.
Small bore target shooting Snooker (pool/billiards) Snorkelling	Under supervision of qualified instructor/guide.
Soccer	Not the main purpose of the <b>trip</b> .
Softball	· · ·
Spear fishing Speed sailing	Without tanks. No cover for personal accident or personal liability.
Squash	
Street hockey	
Surfing	
Swimming with dolphins	If in open water within sight of land Under supervision of qualified instructor/guide and
Swimming/bathing with elephants	through licensed operator.
Swimming with killer whales/orcas Sydney Harbour Bridge tour	

Activity	Limitations & Conditions
Table tennis Target shooting Ten pin bowling Tennis	Under supervision of qualified instructor/guide.
Trampoline Tree canopy walking Trekking Tubing Tug of war Volleyball	Under supervision of qualified instructor/guide. Maximum to 3,000m altitude. Under supervision of qualified instructor/guide.
Wake boarding Walking Water polo Water skiing	Up to 3,000 metres altitude.
Water ski jumping Weightlifting (training) Whale watching White water rafting Wicker basket tobogganing Windsurfing (sailboarding) Wind tunnel flying	See rafting – up to Grade 3 rivers only.
Work	Office - clerical & administrative duties. Bar & restaurant, waitress, waiter, chalet maid, retail work & fruit picking. No working at height above 3 meters (but excluding the use of power tools & machinery). No cover for personal liability. See charity & conservation work.
<b>Y</b> achting Yoga	
Zap cats Zip lining/trekking Zorbing	In conjunction with canopy/treetop walking only. Under supervision of qualified instructor/guide. Under supervision of licensed operator

## Activity Pack 2 - additional premium applies

Activity	Limitations & Conditions
Blokarting	
Dune/wadi buggying/bashing Dune sliding	As a passenger with a licensed operator.
<b>G</b> orilla trekking	Licensed tour operator and under supervision of qualified instructor/guide.
High diving	Up to 10 metres, excluding cliff diving.
Ice go karting	Under supervision of licensed operator. No cover for personal accident or personal liability.
Mud buggying	
Parasailing/parascending	Over land. Under supervision of licensed operator.
Roller hockey	
Triathlon	

## Activity Pack 3 - additional premium applies

## Activity

Limitations & Conditions

Cycling (racing)	
Elephant polo	
Grass/land skiing	
Judo	Organised training. No competitions.
Karate	Organised training. No competitions.
Ostritch riding/racing	Under supervision of licensed operator. No cover for personal accident or personal liability.
Paddle boarding - white water	Up to Grade 3 rivers.
Polo cross	
Tall ship sailing	No racing.

## Activity Pack 4 - additional premium applies

Activity	Limitations & Conditions
Bungee jumping/swoop	Multiple jumps. Under supervision of qualified instructor or guide.
Caving/pot holing	Under supervision of qualified instructor or guide.
Parapenting/paraponting	
Street luge	
Via ferrata	

## Winter Sports Activities

If **you** intend to take part in a **winter sports** activity, please refer to the 'Schedule of Benefits' to confirm if cover is provided or can be taken as an option.

The following trip limits will apply:

- For Single Trip cover: 94 days (Premier or Premier Plus cover - reduced to 35 days if aged 75 years and over at the start date of the policy)
- For Annual Multi-trip cover : Premier cover: maximum 17 days in a year. Premier Plus cover: maximum 45 days in a year.

Your chosen level of cover will be specified in your policy schedule.

#### Activity **Limitations & Conditions B**iathlon Cross country/big foot skiing If off-piste or not on recognised paths must be accompanied by qualified guide and in areas that local resort management consider to be safe. Dry slope skiing **G**lacier walking Accompanied by qualified guide. Husky sledge driving/passenger No racing or mushing. No personal liability cover. Ice skating Ice windsurfing No cover for personal liability. Indoor skiing/snowboarding Kick sledging Ski biking/ski-dooing Skiing/mono-skiing/skiboarding If off-piste must be accompanied by qualified guide and in areas that local resort management consider to be safe. Ski run walking Sledging Including sledging as a passenger pulled by horse, dog or reindeer. Sleigh rides as a passenger Snow biking/go karting No cover for personal liability. Snow blading Snow boarding If off-piste must be accompanied by qualified guide and in areas that local resort management consider to be safe. Snow bobbing Snow mobiling/scooting Guided tours only. No personal liability. Snow shoe walking Snow tubing Telemarking Tobogganing Winter Walking Using crampons and ice picks only. Up to 3,000 metres

altitude.

## <sup>12</sup> Conditions which apply to the whole policy

Additional section conditions may apply. Please refer to the relevant sections of the policy for details.

- 1. You must do all you can to prevent and reduce any costs, damage, injury, illness or loss.
- If we make a payment before cover is confirmed and our claim investigation reveals that no cover exists under the terms of your policy, you must pay us back any amount we have paid.
- 3. You must tell us about any incidents of loss, damage, injury, illness, redundancy or liability as soon as possible, whether or not they give rise to a claim. You must give us all the information and help we may need. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payments.
- 4. You (or your legal representative) must give us all the information and documents that we may need at your (or their) own expense. If you make a medical claim you may be asked to supply your medical practitioner's name to enable us to access your medical records. This will help us and the medical practitioner treating you, to provide the most appropriate assistance and assess whether cover applies. If you do not agree to provide this when requested we will not deal with your claim.

When there is a claim for **injury** or **illness we** may ask for (and will pay the costs of) an **insured person** to be medically examined on **our** behalf, or in the event of death, request a post-mortem examination.

5. Fraud

If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented any information or circumstance that **you** had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, **we** will:

- void the policy in the event of any fraud which occurred during the application process, which means we will treat the policy as if it had never existed; or
- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, we will:

- not return to you the premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
- seek to recover any money from you for any claims we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out under the Important Notes section headed 'Fraud prevention and detection'.
- 6. Single Trip policy cancellation by you

If you decide you no longer require the policy tell us of your decision, in writing or by phone by contacting us within 14 days of buying the policy on 023 9241 9050 if you purchased your cover through a Broker or 023 9241 9070 if you purchased direct from PJ Hayman & Company Limited. Any premium already paid will be refunded to you providing you have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

If **you** cancel the policy at any time after the 14 day statutory period, **you** may be entitled to a pro rata refund of premium. No refund will be payable if **you** have made or intend to make a claim or if any **trip** has already started.

7. Annual Multi-trip policy - cancellation by you

If you decide that you do not want to accept the policy you may cancel within 14 days of receipt of the policy documents by contacting us on 023 9241 9050 if you purchased your cover through a Broker or 023 9241 9070 if you purchased direct from P J Hayman & Company Limited. Any premium already paid will be refunded to you providing you have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

If cover has started, **you** may be entitled to a pro rata refund of premium, in accordance with the amounts shown below. No refund will be payable if **you** have made or intend to make a claim or if any **trip** has already started.

## **Refund Table for Annual Multi-Trip Policies**

Cancellation Period	Premium Returned
You cancel your policy before the start date	100%
or if <b>your</b> policy has started, within 14 days after purchase (subject to no claims made or pending, or any <b>trips</b> starting)	100%
You cancel your policy after the start date and more than 14 days after purchase:	
up to 2 months	60%
up to 3 months	50%
up to 4 months	40%
up to 5 months	30%
up to 6 months	25%
No refund will be given after 6 months	

## 8. Single Trip and Annual Multi-trip – cancellation by us

We may cancel **your** policy where there is a valid reason for doing so by giving **you** 21 days' notice by registered post to **your** last known address. We will give **you** a refund in proportion to the time left until **your** current **period of insurance** is due to run out. Valid reasons may include but are not limited to:

- If **you** advise **us** of a change of risk under your policy which **we** are unable to insure;
- Where **you** fail to respond to requests from **us** for further information or documentation;
- Where **you** have given incorrect information and fail to provide clarification when requested; and/or
- The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

No refund will be payable if **you** have made or intend to make a claim or if **your trip** has already started.

9. Your duty to check information and tell us of any changes

It is important **you** check **your** most recent **policy schedule** as this sets out the information **we** were given when **we** agreed to provide **you** with the cover and terms of **your** policy.

Although we may undertake checks to verify your information, you must take reasonable care to make sure all information provided by you or on your behalf is accurate and complete.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your policy may not be valid and claims will not be paid. If in doubt about any information please contact us as soon as possible. Changes to information we need to be informed of (and when) include but are not limited to these situations:

a) At any time:

- insured persons or their details;
- where you are travelling to;
- if you have a trip which exceeds the trip duration;
- if you are no longer a UK resident.
- b) At any time due to the reasons set out in 'Important exclusions and conditions relating to health'.

Please contact us on **023 9241 9050** if **you** purchased **your** cover through a Broker or **023 9241 9070** if **you** purchased direct from P J Hayman & Company Limited, immediately to discuss any changes and **we** will provide advice and let **you** know if this affects **your** cover.

Any changes accepted by **us** will apply from the date indicated on **your** updated **policy schedule** and **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**.

If the changes are unacceptable to **us** and **we** are no longer able to provide **you** cover, **we** or **you** can cancel **your** policy, as set out under Condition 6, 7 or 8.

If **you** have given **us** inaccurate information this can affect **your** policy in the following ways:

- i) If we would not have provided you with any cover we have the option to:
  - void the policy, which means we will treat it as if it had never existed and repay to you the premium paid; and
  - seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
- If we would have applied different terms to your cover, we have the option to treat your policy as if those different terms apply, which may mean claims are not paid or not paid in full; and/or
- iii) If we would have charged you a higher premium for providing your cover, we will have the option to charge you the appropriate additional premium due in full.
- 10. Sanctions clause

We will not be held liable to provide cover or make any payments or provide any service or benefit to any **insured person** or other party to the extent that such cover, payment, service, benefit and/or business or activity of the **insured person** would violate any applicable trade or economic sanctions law or regulation.

11. The terms of this insurance is based upon the information provided by you to us.

The policy contains conditions relating to health of the people travelling. You must take reasonable care to answer all questions put to you, about the health of the people travelling, honestly, accurately and to the best of your knowledge. If you do not understand the meaning of a question put to you or if you do not know the answer it is vital that you tell us. Once cover has been arranged you must immediately notify us of any changes to the information that has previously been provided. Failure to provide full and accurate information before you take out the insurance or when circumstances change could invalidate the cover and may mean any claim will be rejected. If you are declaring on behalf of another person you must ensure you are fully aware of their medical history.

## Exclusions which apply to the whole policy

Additional section exclusions may apply. Please refer to the relevant sections of the policy for details.

We will not pay for claims which are in any way related to:

- 1. Your wilful or self-inflicted injury or illness, suicide, attempted suicide.
- 2. Substance abuse, drug abuse (whether over the counter, prescription or otherwise) and/or ingestion of any illegal drugs or substances.
- 3. You drinking too much alcohol which is evidenced by:
  - a) a **medical practitioner** stating that **your** alcohol consumption has caused or actively contributed to **your injury** or **illness.**
  - b) your alcohol intake whilst taking any combination of medication or drugs known (or would reasonably be suspected) to cause drowsiness, impaired vision or judgment when combined with alcohol whether such drugs are prescribed or not.
  - c) the witness report of a 3rd party which has advised that you have notably impaired your faculties and/or judgement.
  - d) **your** own admission and/or by the description of events **you** have described on the claim form
- 4. Alcohol abuse or alcohol dependency which is evidenced by:
  - a) your medical records or the opinion of your medical practitioner
  - b) the opinion of an independent medical practitioner

This exclusion does not apply where **your** claim relates directly to a **medical condition you** have declared to **us** (and where **you** have paid the appropriate additional premium and **we** have accepted those conditions in writing) if **you** have not been consuming alcohol against the advice of **your medical practitioner**. We may refuse to accept **your** claim in these circumstances.

- 5. You travelling against the advice of your medical practitioner or our Emergency Medical Assistance Service.
- You travelling to a country or area against the advice of the Foreign Commonwealth Office or equivalent government or national authority, or the World Health Organisation.
- 7. Your unlawful action or any criminal proceedings made against you under the authority of the customs and/or government of any country.
- 8. Any trip which is longer than the duration shown on your policy schedule.
- 9. Sections of cover shown as not insured in **your policy schedule**.
- 10. Your participation in or practice of any:
  - a) sport or activity not shown on the list of activities.
  - b) professional entertaining or professional sports.
- 11. You (unless in an attempt to save human life or your life is in danger):
  - a) climbing, jumping, moving from one balcony to another; or
  - climbing, jumping or moving from any external part of a building to another (unless during the normal course of using the stairs, lifts or usual access points).
- 12. You jumping or diving from piers, walls or rocks, including tombstoning and shore jumping, or climbing on top of or jumping from a vehicle.
- Your deliberate action which puts you at risk of death, injury, illness or disability, unless you were trying to save human life or your life is in danger.
- 14. Driving any car or motorcycle, moped or scooter unless **you** have a full **UK** licence which permits **you** to drive the equivalent category of vehicle.
- 15. Your duties as a member of any armed forces or territorial army, except as cover provided for under section 4 'Cancellation and cutting short a trip'.
- 16. Any tour operator, travel agent, accommodation provider, **public transport carrier** or other service provider becoming insolvent and being unable or unwilling to carry out their duty to **you**.
- 17. Any payments **you** would normally have made during **your trip** or which do not fall within the events insured by **your** policy.
- 18. Any loss caused by currency exchanges or fluctuations.
- 19. Any loss that is not directly associated with the incident that caused the claim. For example, loss of earnings due to being unable to return to work following an injury or illness happening while on a trip.
- 20. Normal pregnancy or childbirth, without any accompanying injury, illness, disease or complications of pregnancy or childbirth.
- 21. Loss or damage more specifically insured by another policy.
- 22. Any costs incurred by you,
  - a) which you can recover from your accommodation provider, public transport carrier or other service provider; and/or
  - b) because you have refused a reasonable alternative from your accommodation provider, public transport carrier or other service provider.

- 23. Any costs paid for using reward scheme points or similar, timeshare, holiday property bond or similar points scheme (including any exchange fees, property maintenance expenses or fees).
- 24. War or hostilities, civil unrest or any similar event.
- 25. Terrorism (meaning an act, including but not limited to the use or planned use of force or violence and/or the threat of any person or group of persons, whether they are acting alone or on behalf of, or in connection with, any organisation, or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or the public, or to put any section of the public in fear) where nuclear, chemical or biological weapons, devices or agents are used.
- Ionising radiation or radioactive contamination caused by nuclear fuel or waste, or the radioactive, toxic explosive or other dangerous properties of any explosive nuclear equipment.
- Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 28. The cost of medical or surgical treatment of any kind received by an insured person later than 52 weeks from the date of the accident or commencement of the illness.
- 29. Any claim related to winter sports, a business trip or you participating in a cruise, where the section is optional and cover is not shown in your policy schedule and the appropriate premium paid.
- 30. Any claim related to section 13 'Journey disruption including airspace closure' where the section is optional and cover is not shown in **your policy schedule** and the appropriate premium paid.

## **SECTIONS OF COVER**

## Section 1: Emergency medical assistance and expenses

## **Emergency Medical Assistance Service**

If you need help in a medical emergency, please call our 24-hour emergency assistance help line on +44 (0)1242 218 999.

**Our** Emergency Medical Assistance Service will ensure that medical emergency services are made available to **you** and will be based entirely upon medical necessity depending on **your** state of health.

Please remember this is not a private health insurance and be aware of excessive treatment charges. If **you** need simple outpatient treatment of the sort **you** can pay for locally, **you** can make **your** claim once **you** return **home** (**you** must provide valid receipts or invoices). If **you** are in any doubt **you** can call **our** Emergency Medical Assistance Service for help and advice.

#### **Events**

We will cover your emergency medical treatment and related expenses if you fall ill or are **injured** or are quarantined (on the orders of **your** treating **medical practitioner**) or require emergency dental treatment, during **your trip**, for the level of cover selected, as confirmed in **your policy schedule**.

- Up to the limits shown in the 'Schedule of Benefits' within this policy for usual, reasonable and customary emergency medical treatment, including the costs of rescue or assistance services to take you to a hospital, which is outside your home area.
- 2. Up to £1,500 Premier cover or £3,000 Premier Plus cover for reasonable related expenses, incurred outside your home area for:
  - extra costs for transport and accommodation (up to a similar standard to your original booking) if it is medically necessary for you to stay after the date you were going to return to your home. This includes extra costs you have to pay to return to your home if you cannot use your booked transport;
  - returning you to your home or your home area, if it is medically necessary because you have a serious injury or illness and you cannot use your booked transport;
  - c) extra costs for transport and accommodation for one relative or friend who has to stay with **you** or travel to be with **you**, or to accompany **you**;
  - extra costs for transport and accommodation for your unattended children on the same trip as you who have to stay with you or travel without you to return home.
  - e) **UK** follow up treatment (if hospitalised abroad)
    - Cover is only available with Premier Plus cover.

Outpatient treatment costs, limited to a maximum of £500, authorised by a medical practitioner in your home area and agreed by us, following bodily injury or illness resulting from inpatient treatment during a trip outside your home area.

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- 3. Up to £3,500 for reasonable related expenses incurred if you die:
  - a) outside the UK, for funeral costs outside the UK (burial or cremation expenses) in the country where death occurs; or
  - b) for returning **your** body or ashes to **your home** (but excluding funeral or internment expenses).
- Up to the limits shown in the 'Schedule of Benefits' within this policy for:

## 4. Hospital benefit outside your home area.

For each 24 hours if **you** have to stay in **hospital** as an in-patient or are confined to **your** accommodation due to **your** compulsory quarantine or on the orders of **your** treating **medical practitioner**.

- 5. Dental treatment for emergency pain relief outside your home area.
- Boarding costs if your domestic dog(s)/cat(s) is/are in a kennel or cattery during your trip and your return to your home is delayed due to your bodily injury, illness or disease.

## **Section conditions**

- 1. You or someone on your behalf must phone our Emergency Medical Assistance Service as soon as possible if your illness or injury means you:
  - a) need to be admitted to hospital as an in-patient or before any arrangements are made for your repatriation; and/or
  - b) are told by the treating medical practitioner that you need to undergo tests or investigations as an out-patient.
- All expenses and costs for accommodation and transport, including that provided by emergency repatriation services where medically necessary, must have the prior agreement of **our** Emergency Medical Assistance Service.
- All expenses and costs exceeding £500 (or the local equivalent) must have the prior agreement of our Emergency Medical Assistance Service.
- 4. Our Emergency Medical Assistance Service may move you from one hospital to another and/or arrange for you to return to your home area if the treating medical practitioner and they think it is safe to do so. If you choose not to move or return to your home area all cover will end and we will not pay for any claims for costs incurred after the date it was deemed safe for your move or return.
- 5. You must accept the decisions of our Emergency Medical Assistance Service about the most suitable, practical and reasonable solution to any medical emergency.
- 6. You must provide us with valid receipts or invoices for all costs and expenses incurred.

## What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The **excess** shown in the 'Schedule of Benefits' within this policy, unless **your** claim is reduced by more than the value of the **excess** because **you** used a European Health Insurance Card or any other reciprocal health arrangement.
- 3. Any claim relating to any **medical condition you** have that **you** have not told **us** about as set out in the 'Important Conditions relating to Health'.
- Treatment or expenses in your home area (unless provided for under Events 2 e) and 3).
- 5. Non-essential medical treatment, surgery, investigations or tests which are not related to the **illness** or **injury you** originally went to **hospital** for.
- 6. Treatment that **your medical practitioner** and **our** Emergency Medical Assistance Service think can reasonably wait until **you return home**.
- Expenses relating to any medication or treatment, which is known to be required or continued at the time of starting your trip.
- 8. Any claim relating to a tropical disease if **you** have not had the recommended inoculations and/or taken the recommended medication for **your** destination.
- 9. Cosmetic surgery.
- 10. Dental work involving the use of precious metals.
- 11. Expenses or treatment incurred in the **UK**, but outside **your home area**, which are:
  - a) for private treatment; or
  - b) funded by a reciprocal healthcare agreement (RHA) between these countries and/or islands.
- 12. The extra costs of single or private accommodation in **hospital**, or any treatment or services provided by a spa, nursing home or rehabilitation centre.
- Costs of telephone calls, other than for calls to our Emergency Medical Assistance Service or for receiving calls from our Emergency Medical Assistance Service.
- 14. Cost of taxi-fares, other than for **your** travel to or from **hospital** relating to **your** admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for **you** by **hospital**.

## Section 2: Personal accident

## Events

We will pay you or your legal representative the amount shown in the 'Schedule of Benefits' within this policy, for the level of cover selected, as confirmed in your policy schedule if, during your trip, you suffer an injury from an accident resulting solely and directly in your:

- 1. death; or
- 2. loss of limb(s) and/or total loss of sight in one or both eyes; or
- 3. **permanent total disablement** after 52 weeks from the date **you** incurred the **injury** (except where a claim is paid under item 2 above).

## **Section conditions**

- 1. Your death or disability must happen within one year of the accident.
- 2. You can only make a claim for one item under this section.
- 3. Any claim must be supported by a medical report by a medical practitioner or, in the event of death, a death certificate.

Under this section, **we** will also pay the death benefit if **your** body has not been found within one year after the date of **your** disappearance following sinking or wrecking of the aircraft or other **public transport carrier** in which **you** were travelling at the time of the **accident**.

## What is not covered

We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.

2. Claims resulting from:

- a) you taking part in any winter sports activity, unless cover under section 16 'Winter sports cover' is included or taken as an option and shown in your policy schedule, where cover applies as listed under 'Winter sports activities'; and/or
- b) **you** taking part in any activity or **winter sports** activity where personal accident cover is specifically shown as excluded in the list of activities.

## Section 3: Baggage

## **Events**

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy, for the level of cover selected, as confirmed in **your policy schedule** if **your baggage** and **valuables** are accidentally damaged, lost, stolen, or destroyed during **your trip**.

## **Section conditions**

- 1. You must take reasonable care to keep your baggage, and valuables safe. If your baggage and valuables are lost or stolen, you must take all reasonable steps to get them back.
- 2. You must report any loss or theft as soon as possible to the police if the loss occurred during the **trip**. You must get a police report form within 7 days.
- 3. If your baggage is lost or damaged by your public transport carrier you must give written notice of the claim to them within the time limit in their conditions of carriage (you should also keep a copy). You must keep your tickets and luggage tags.
- 4. If **your baggage** is lost or damaged by an authority or **your** accommodation provider, **you** must report the details of the loss or damage to them in writing as soon as possible and get written confirmation.
- You must be able to prove that you have responsibility for the lost, stolen or damaged items and how much they are worth. If you do not do this, it may affect your claim.
- 6. At our option, we will settle any claim for the accidental loss of, theft of or damage to baggage:
  - a) for articles less than 2 years old at the time of loss or theft, the replacement cost when evidence of the original purchase is provided;
  - b) for articles 2 years old or more, or if evidence cannot be produced as to its age, the value at today's prices less a deduction for wear, tear and depreciation (or we may at our option replace, reinstate or repair the lost or damaged baggage).

We will not pay more than the maximum limit provided for any one article, **pair or set** of articles (for example a set of golf clubs), **valuables** or **sports equipment**.

7. If **you** have also made a claim under section 10 'Baggage delay' this amount will be deducted from the amount claimed under this section.

## What is not covered

## We will not pay for:

1. Anything mentioned in 'Exclusions which apply to the whole policy'.

- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Valuables carried in suitcases or other luggage unless they are with you at all times.
- Valuables which are not with you unless stored in a locked safety deposit box or locked safe, or are locked in your accommodation.
- 5. Valuables left in an unattended motor vehicle or in your accommodation's courtesy storage facility.
- 6. **Baggage** which **you** have left unattended in **your** accommodation unless the accommodation is locked.
- 7. Baggage which you have left unattended in a motor vehicle unless:
- a) the loss occurs between 9am and 9pm; and
- b) it is contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in the luggage area).
- 8. Claims for theft unless there is evidence of force or forcible entry.
- 9. Food or drink.
- 10. Loss or damage due to breakage of **sports equipment** or damage to sports clothing, whilst in use.
- 11. Winter sports equipment unless cover under section 16 'Winter sports cover' is included or taken as an option and shown in your policy schedule where cover will apply for items as stated within this section.
- 12. Contact and corneal lenses, medical and dental fittings, or hearing aids.
- Cracked, scratched or broken glass (except lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items.
- 14. Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
- Any items shipped as freight or items delayed, detained or confiscated by customs or other officials.
- Items used in connection with your job unless section 18 'Business cover' is shown in your policy schedule where cover will apply for items as stated within that section.
- 17. Personal money, bonds, securities or documents of any kind.

## Section 4: Cancellation and cutting short a trip

#### **Events**

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, if **you** have to necessarily and unavoidably either:

- cancel your trip before it starts; or
- cut short your trip before it is due to end.

We will pay for unused travel fare, accommodation expenses and/or other associated pre-paid charges including excursions, which have been paid or are contracted to be paid (including deposits **you** have already paid), if **you** cannot get them back from any other source.

As a result of any of the following:

- 1. Accidental death, injury, illness of you, a close relative, close business partner, travel companion, or someone with whom you have arranged to reside with during your trip.
- 2. Witness summons, jury service or compulsory quarantine (on the orders of the treating medical practitioner) of you or your travel companion.
- 3. Redundancy (qualifying for payment under **UK** redundancy payment legislation) or having a contract ended early if self-employed, of **you** or **your travel companion**.
- Your or your travel companion's home suffering serious damage by fire, burglary, storm or flood in the seven days prior to the start date of your trip or during your trip.
- The police requiring your presence because your or your travel companion's home or place of work has been burgled.
- If you are a member of the Armed Forces, Territorial Army, police, ambulance, fire or nursing service, in the UK, and you are called for unexpected emergency duty or posted outside the UK at the time of your intended pre-booked trip.
- Cancellation or interruption of the scheduled public transport carrier as a result of hijack occurring during the period of insurance.
- 8. Your passport or the passport of persons with whom you are travelling being stolen during the seven days before your scheduled departure date.

#### **Section conditions**

- 1. Any claim resulting from death, **injury**, **illness** or quarantine must be supported by written confirmation and/or a death certificate from a **medical practitioner**.
- If you or your travel companion are self-employed and a contract was ended early, you must provide written evidence from the person ending the contract as well as a copy of the contract.
- Any claims resulting from you being called for unexpected emergency duty or posting must be supported by written confirmation from your employer.

 Expenses we pay after a trip is cut short will be calculated in proportion to the number of days remaining after the date your trip was cut short.

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## What is not covered

## We will not pay for:

- Any claim relating to any medical condition you have that you have not told us about as set out in the 'Important Conditions relating to Health'.
- 2. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 3. The excess shown in the 'Schedule of Benefits' within this policy.
- 4. Any claim due to circumstances known to **you** at the start date of **your** cover or at the time of booking a **trip** (whichever is later).
- Any loss directly or indirectly arising from any government's regulations control or act, bankruptcy, liquidation, error, omission or default of any travel agency, tour operator, public transport carrier and/or other provider of any service forming part of the booked trip.
- Failure to notify the travel agency, tour operator, public transport carrier and/or other provider of any service forming part of the booked trip of the need to cancel or cut short your trip immediately when it is found necessary to do so.
- 7. Any loss in relation to cancellation or the cutting short of **your trip** that is not verified by **your public transport carrier** or other relevant organisations or authorities.
- Any loss which will be paid or refunded by any existing insurance scheme, government programme, public transport carrier, travel agent or any other provider of transportation and/or accommodation.
- 9. Any expenses for services provided by another party for which **you** are not liable to pay and/or any expenses already included in the cost of a **trip**.
- 10. Any claim if you refuse to follow the recommendation of a medical practitioner to return to your home area, or refuse to continue the trip if you are medically fit for travel (applicable to cutting short your trip only).
- 11. Your unwillingness to travel.
- 12. Compensation for frequent flyer points or similar loyalty schemes.
- 13. Failure to obtain the required passport, visa or necessary travel documentation.
- 14. Any claim not substantiated by a written medical report from a medical practitioner when requested.
- Any claim not substantiated by written confirmation or cancellation invoice from the public transport carrier and/or accommodation provider and/or an unused travel ticket.

## Section 5: Travel delay and missed departure

## **Events**

If **you** are a resident of Northern Ireland, **Channel Islands** or the Isle of Man and are travelling from **your home** to another final/International point of departure in the **UK** within 24 hours to reach **your** destination abroad, this section shall apply for both the point of departure where **your home** is, and the final point of departure within the **UK**.

Note: If **you** are a **UK resident** living in Northern Ireland and **your** travel itinerary requires **you** to use Republic of Ireland departure/ arrival points, **your** cover will be as if **you** were still travelling from Northern Ireland with respect to claims coverage.

Where shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, cover will apply for the following.

- If your departure is delayed because the public transport carrier you have checked in for is delayed by at least 10 hours from the time shown in your travel itinerary, we will pay up to the limits specified:
  - a) for the first 10 hours' delay and for every following full 10 hours' delay of your trip; and/or
  - cancellation costs (as provided for under section 4 'Cancellation and cutting short a trip') if, after the first 10 hours' delay, you decide not to continue on your trip before leaving the UK.
- If you miss your departure because you arrive at your departure point too late to board your booked transport, as a result of the following:
  - a) the **public transport carrier** taking **you** to **your** departure point for **your trip** is not running to timetable; or
  - b) the private car taking you to your departure point is involved in an accident or breaks down or is delayed due to an accident ahead of you, or if your car is stolen in the 12 hours prior to your scheduled departure;

we will pay up to the limits specified for extra accommodation (room only) and transport charges (up to the same standard of those previously booked) that are necessary to reach your trip destination on your outward journey or your home on your return journey.

 If you miss your connection because of the reasons set out in Events 1 and 2 above, we will pay up to the limits specified for extra cost of economy transport by the most direct route for you to continue with your original itinerary.

#### 16 Section conditions

- 1. You must check-in according to the itinerary of your trip unless your public transport carrier has requested you not to travel to the departure point.
- We will only pay costs under Event 3 if you allow three or more hours between your original scheduled arrival time and the scheduled departure time of your connecting transport.
- 3. You must have written confirmation from the **public transport carrier** or its agents confirming the reason for delay and the length of the delay including actual departure time (where applicable) if claiming under Event 1.
- 4. You must have written confirmation from the public transport carrier or its agents confirming the reason for their not running to timetable and the length of the delay including actual departure time (where applicable) if claiming under Event 2 a).
- 5. You must have written confirmation from the repairer or breakdown assistance provider if claiming under Event 2 b).

## What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Any claim which is the result of:
  - a) the withdrawal of an aircraft, cross-channel train or sea vessel from service (temporarily or permanently) on the recommendation or order of any government, civil aviation authority, port authority, rail authority or similar authority in any country;
  - b) closure of airspace; and/or
  - c) closure of your scheduled point of departure,

unless section 13 'Journey disruption including airspace closure' is shown in **your policy schedule**, where cover will apply as set out in that section of **your** policy.

- Any claim if your delay in getting to the departure point was caused by industrial action which started or was announced before you bought the travel tickets or got confirmation of your booking.
- Any claim which is the result of any form of industrial action, strike or failure of the public transport carrier announced on television, news bulletins or in the media in the UK before you booked a trip and bought this insurance.
- 6. Any claim which is the result of **your** private car not being fully roadworthy before breaking down on the way to **your** departure point.
- 7. Any claim which is the result of **you** missing **your** departure because of heavy traffic or road closures, and **you** did not leave enough time to reach **your** departure point.
- 8. For Event 1b) costs of travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of a specific monetary value can be provided.

## Section 6: Passport, documents or driving licence

## Events

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, if **your** passport, visa, travel documents or driving licence are accidentally damaged or lost, stolen or destroyed during **your trip**.

We will pay reasonable extra travel, communication and accommodation costs while you arrange a replacement or temporary replacement.

## Section conditions

- You must take reasonable care to keep your passport, visa, travel documents or driving licence safe. If they are lost or stolen, you must take all reasonable steps to get them back.
- 2. You must report any loss or theft to the police within 24 hours of discovery and get a police report form.
- 3. If they are lost, stolen or damaged while in the care of **your** accommodation provider **you** must report this to them immediately on discovery in writing and obtain a written confirmation of the loss or damage.

## What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Any items which are not with you unless they are:
  - a) stored in a locked safety deposit box or locked safe or are locked in your accommodation; or
  - b) in the care of **your** accommodation provider.
- 4. Any items which are detained or confiscated by customs or other officials.

## **Section 7: Personal money**

## Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, if **your personal money** is lost or stolen during **your trip** or during the 72 hours immediately before starting **your trip**.

## **Section conditions**

- 1. You must take reasonable care to keep your personal money safe. If your personal money is lost or stolen, you must take all reasonable steps to get it back.
- 2. You must report any loss to the police within 24 hours of discovering it and obtain a written police report.
- 3. You must be able to prove that you own the lost or stolen money, if you do not it may affect your claim.

## What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. **Personal money** which is not with **you** unless it is stored in a locked safety deposit box or locked safe or is locked in **your** accommodation.
- 4. Claims for theft unless there is evidence of force or forcible entry.
- 5. Bonds, securities or documents of any kind.
- 6. Shortages due to a mistake or loss due to a change in exchange rates.
- 7. **Personal money** which is delayed, detained or confiscated by customs or other officials.

## **Section 8: Personal liability**

#### Events

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, per policy for amounts that **you** legally have to pay which relate to an **accident** during **your trip** which causes:

- accidental death or injury to any person including illness and disease to a person; and/or
- 2. accidental loss or damage to material property which is not owned by you or your travel companion.

We will also pay any reasonable and necessary legal costs and expenses incurred by **you** in relation to the **accident. You** must obtain **our** consent before incurring any cost or expense.

## What is not covered

## We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) **you** have to pay.
- 4. Claims made by your family or people who work for you.
- 5. Claims resulting from:
  - a) **your** job or **your** involvement in paid or unpaid **manual work** or physical labour of any kind;
  - b) you taking part in any winter sports activity, unless cover under section 16 'Winter sports cover' is included or taken as an option and shown in your policy schedule, where cover applies as listed under 'Winter sports activities';
  - c) you taking part in any activity or winter sports activity where personal liability cover is specifically shown as excluded in the list of activities;
  - you owning or occupying any land or building, unless you are occupying any temporary holiday accommodation, which is not owned by you;
  - e) any agreement unless the liability would have existed without that agreement;
  - f) you owning, handling or looking after any animal; or
    - you owning or using:
    - a firearm;

a)

- a horse drawn or motorised vehicle;
- a waterborne, motorised, mechanical or towed vehicle (except manually propelled watercraft); or
- an aircraft of any description, including unpowered flight.

## Section 9: Legal expenses and advice

#### **Events**

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, for any one **trip** for legal costs to pursue a civil action for compensation if someone else causes **your** bodily **injury**, **illness** or death.

## **Section conditions**

- Unless you have made a nomination in accordance with Section condition 2, we or our suitably qualified person will decide the point at which your legal case cannot usefully be pursued further.
- 2. If you do not want our suitably qualified person to assess whether or not your claim can be pursued, you are free to nominate a suitably qualified person to conduct this assessment by sending us the name and address of such suitably qualified person. You must confirm either:
  - that the person you nominate will not charge more than the suitably qualified person we would have appointed; or
  - that **you** are willing to pay the difference between the cost of using **your** suitably qualified person and the cost of using **our** choice of suitably qualified person.
- On acceptance of a claim, if appropriate, we will appoint a suitably qualified person to act on your behalf unless you have nominated your own suitably qualified person in accordance with Section condition 4.
- 4. i) If there is a conflict of interest; or
  - ii) If it is necessary to start court proceedings and proceedings are being issued within the **United Kingdom**; or
  - iii) You are unhappy with our suitably qualified person;

You are free to nominate a suitably qualified person by sending us the name and address of such suitably qualified person. You must confirm either:

- that the person **you** nominate will not charge more than the suitably qualified person **we** would have appointed; or
- that you are willing to pay the difference between the cost of using your suitably qualified person and the cost of using our choice of suitably qualified person.
- 5. If we do not agree to your choice of suitably qualified person under Section condition 2 or 4, you may choose another suitably qualified person.
- 6. If there is still a disagreement with regard to the suitably qualified person **we** will ask the president of a relevant national law society to choose a suitably qualified person to represent **you. We** and **you** must accept such choice.
- Where you have not notified us of a nominated suitably qualified person in accordance with Section condition 2 and/or Section condition 4 we will be free to choose a suitably qualified person.
- 8. Where **we** appoint a suitably qualified person to represent **you** such appointment will be in accordance with **our** standard terms of appointment.
- 9. We will have direct access to the suitably qualified person who will, upon request, provide us with any information or opinion on your claim.
- 10. You must co-operate fully with us and the suitably qualified person and must keep us up to date with the progress of the claim.
- 11. At **our** request **you** must give the suitably qualified person any instructions that **we** require.
- 12. You must notify us immediately if anyone offers to settle a claim or makes a payment into court.
- If you do not accept the recommendation of the suitably qualified person to accept a reasonable offer or payment into court to settle a claim, we may refuse to pay further costs and expenses.
- 14. No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior approval.
- 15. If you:
  - i) settle a claim or withdraw a claim without our prior agreement;
  - ii) do not give suitable instructions to the suitably qualified person;
  - iii) dismiss a suitably qualified person without **our** prior consent, **our** consent not to be withheld without good reason;

the cover **we** provide will end immediately and **we** will be entitled to re-claim any costs and expenses **we** have incurred from **you**.

- 16. You must take every available step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.
- 17. We may, at our own expense, take proceedings in your name to recover compensation from any third party in respect of any indemnity paid under this policy including our legal costs and other related expenses. You MUST give such assistance as we shall reasonably require and any amount recovered shall belong to us.

#### 18. Claims evidence:

We will require (at your own expense) the following evidence where relevant:

- Relevant documentation and evidence to support **your** claim, including photographic evidence.
- Any other relevant information relating to your claim under this section that we
  may ask you for.

## What is not covered

## We shall not be liable for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- Any claim where in the our opinion or the opinion of the suitably qualified person appointed by us there is insufficient prospect of success in obtaining reasonable compensation.
- 3. Legal costs and expenses incurred in pursuit of any claims against a travel agent, tour operator, carrier, **us**, Zurich Assist or their agents, someone **you** were travelling with, a person related to **you**, or another **insured person**.
- 4. Legal costs and expenses incurred prior to our written acceptance of the case.
- 5. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- 6. Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement).
- 7. Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement.
- 8. Legal costs and expenses incurred if an action is brought in more than one country.
- 9. Any claim where in our opinion the estimated amount of compensation payment is less than  $\pounds1,000$  for each insured person.
- 10. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- 11. Costs of any appeal.
- 12. Claims by you other than in your private capacity.

## Section 10: Baggage delay

## Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, for replacement of essential items if **your baggage** is temporarily lost on the outward journey.

#### Section conditions

- 1. You must be without your baggage for more than 8 hours.
- You must keep the receipts of anything you buy and get written confirmation from the public transport carrier of the number of hours you were without your baggage.

## What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. Any claim for baggage delayed or detained by customs or other officials.

## Section 11: Travel Risks

## **Definitions for this section**

The following additional key words or phrases have the same meaning wherever they appear in this section. These definitions apply to this section only.

**Catastrophe** - avalanche, explosion, fire, flood, hurricane, lightning, local government directive, medical epidemic, storm or tempest.

Hijack - the unlawful seizure or wrongful exercise of control of the aircraft (or the crew thereof) in which you are travelling as a passenger.

Kidnap - your unlawful capture and detention in excess of 24 hours.

**Mugging** - a violent attack on **you** with a view to theft by person(s) not previously known to **you**.

Note: you must refer to the 'Definitions' section of this policy, which will also apply.

## Events

We will pay up to the limits shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, in respect of:

1. each complete day you are either hijacked or kidnapped.

#### 18

- 2. each complete period of 24 hours **you** are hospitalised and **you** receive inpatient **hospital** treatment which is covered under section 1 'Emergency medical assistance & expenses' as a direct result of a **mugging** while on **your trip**.
- 3. reasonable additional accommodation and travel expenses necessarily incurred in the event that **your trip** is disrupted by a **catastrophe**.

## **Section conditions**

In respect of Event 2 - mugging:

- You must give notice as soon as possible to our Emergency Medical Assistance Service of any bodily injury which necessitates your admittance to hospital as an inpatient.
- 2. You must report the **mugging** to the Police as soon as possible and obtain from them (at **your** own expense) a written report of the incident.
- 3. You must obtain (at your own expense) written confirmation of your injuries and the period of inpatient treatment from the hospital.

#### What is not covered

- 1. Anything mentioned in the 'Exclusions which apply to the whole policy'.
- 2. Circumstances already known at the time of taking out this insurance or booking the trip.
- 3. Claims not supported by a written report from the appropriate authorities.
- 4. Your decision not to remain in your booked accommodation when official directives from local authorities state it is acceptable to do so.
- Any expenses recoverable from the tour operator, airline, hotel or provider of services.
- 6. In respect of Event 1 hijack and kidnap:
  - any claims arising out of any act(s) by you which would be considered as an
    offence by a court of your home area if they had been committed in your home
    area.
  - any claim where the detainment, internment or **hijack** of **you** has not been reported or investigated by the Police or local authority.
- 7. In respect of Event 3 catastrophe:
  - claims arising directly or indirectly from volcanic eruptions and/or volcanic ash clouds.

## Section 12: Terrorism cover

## **Emergency Medical Assistance Service**

If you need help in a medical emergency, please call our 24-hour emergency assistance help line on +44 (0)1242 218 999.

**Our** Emergency Medical Assistance Service will ensure that medical emergency services are made available to **you** and will be based entirely upon medical necessity depending on **your** state of health.

Please remember this is not a private health insurance and be aware of excessive treatment charges. If **you** need simple outpatient treatment of the sort **you** can pay for locally, **you** can make **your** claim once **you** return **home** (**you** must provide valid receipts or invoices). If **you** are in any doubt **you** can call **our** Emergency Medical Assistance Service for help and advice.

#### **Events**

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, if **you** are injured as a result of a terrorist act (please refer to 'Exclusions which apply to the whole policy' point 25) for:

- Usual, reasonable and customary emergency medical treatment, including the costs of rescue or assistance services to take you to a hospital, which is outside your home area.
- 2. Reasonable related expenses incurred outside **your home area** for:
  - extra costs for transport and accommodation (up to a similar standard to your original booking) if it is medically necessary for you to stay after the date you were going to return to your home. This includes extra costs you have to pay to return to your home if you cannot use your booked transport;
  - b) returning you to your home or your home area, if it is medically necessary because you have a serious injury and you cannot use your booked transport.
- Hospital benefit outside your home area, for each 24 hours if you have to stay in hospital as an in-patient or are confined to your accommodation, due to your injury.
- 4. If, during **your trip**, **you** are injured, resulting solely and directly in **your**:
  - a) death; or
  - b) loss of limb(s) and/or total loss of sight in one or both eyes; or
  - permanent total disablement after 52 weeks from the date you were injured (except where a claim is paid under item b) above).

Note: we will pay you or your legal representative any amount due.

#### **Section conditions**

In respect of Events 1,2 & 3:

- You or someone on your behalf must phone our Emergency Medical Assistance Service as soon as possible if your illness or injury means you:
  - a) need to be admitted to hospital as an in-patient or before any arrangements are made for your repatriation; and/or
  - b) are told by the treating medical practitioner that you need to undergo tests or investigations as an out-patient.
- All expenses and costs for accommodation and transport, including that provided by emergency repatriation services where medically necessary, must have the prior agreement of **our** Emergency Medical Assistance Service.
- 3. All expenses and costs exceeding £500 (or the local equivalent) must have the prior agreement of our Emergency Medical Assistance Service.
- 4. Our Emergency Medical Assistance Service may move you from one hospital to another and/or arrange for you to return to your home area if the treating medical practitioner and they think it is safe to do so. If you choose not to move or return to your home area all cover will end and we will not pay for any claims for costs incurred after the date it was deemed safe for your move or return.
- 5. You must accept the decisions of our Emergency Medical Assistance Service about the most suitable, practical and reasonable solution to any medical emergency.
- You must provide us with valid receipts or invoices for all costs and expenses incurred.

In respect of Event 4:

- 1. Your death or disability must happen within one year of your injury.
- 2. You can only make a claim for one item under this section.
- 3. Any claim must be supported by a medical report by a **medical practitioner** or, in the event of death, a death certificate.

## What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- The excess shown in the 'Schedule of Benefits' within this policy, unless your claim is reduced by more than the value of the excess because you used a European Health Insurance Card or any other reciprocal health arrangement for medical expenses.
- Any claim relating to a terrorist act where nuclear, chemical or biological weapons, devices or agents are used.
- 4. Treatment or expenses in your home area.
- Non-essential medical treatment, surgery, investigations or tests which are not related to the injury you originally went to hospital for.
- 6. Treatment that **your medical practitioner** and **our** Emergency Medical Assistance Service think can reasonably wait until **you return home**.
- 7. Expenses relating to any medication or treatment, which is known to be required or continued at the time of starting **your trip**.
- 8. Cosmetic surgery.
- Expenses or treatment incurred in the UK, but outside your home area, which are:
   a) for private treatment; or
  - b) funded by a reciprocal healthcare agreement (RHA) between these countries and/or islands.
- 10. The extra costs of single or private accommodation in **hospital**, or any treatment or services provided by a spa, nursing home or rehabilitation centre.
- 11. Costs of telephone calls, other than for calls to **our** Emergency Medical Assistance Service or for receiving calls from **our** Emergency Medical Assistance Service.
- 12. Cost of taxi-fares, other than for your travel to or from hospital relating to your admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for you by hospital.

## Section 13: Journey disruption including airspace closure

#### **Events**

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, for:

- 1. delayed departure provided you eventually travel; or
- i) unused travel and accommodation costs (including excursions) which you have paid or are contracted to pay and which you cannot recover from any other source;
  - reasonable additional accommodation (room only) and transport costs incurred up to the standard of **your** original booking which **you** cannot recover from any other source;

iii) kennel, cattery or professional pet sitter fees which **you** have paid or are contracted to pay and which **you** cannot recover from any other source.

#### If as a result of:

- a) an airport, port or airspace you are travelling from or through being closed for more than 24 hours from the date and time of your scheduled departure as shown on your ticket/itinerary and your departure is delayed or cancelled, and no other suitable alternative flight could be provided within 24 hours;
- b) Your flight being diverted or re-directed after takeoff;
- You being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours;
- d) You having to move to other accommodation on arrival or at any other time during the trip because you cannot use your booked accommodation due to fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease;
- e) Your trip being cancelled or curtailed before completion as a result of the Travel Advice Unit of the Foreign and Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which you are travelling issuing a directive:
  - i) prohibiting all travel or all but essential travel to; or
  - ii) recommending evacuation from the country or specific area or event to which you were travelling, providing the directive came into force after you purchased this insurance or booked the trip (whichever is the later), or in the case of curtailment after you had left your home to commence the trip.

## **Section conditions**

- If you are a UK resident living in Northern Ireland and your travel itinerary requires you to use Republic of Ireland departure/arrival points, your cover will be as if you were still travelling from Northern Ireland with respect to claims coverage.
- If you fail to notify the travel agent, tour operator, provider of transport or accommodation as soon as you find out it is necessary to cancel the trip the amount we will pay will be limited to the cancellation charges that would have applied otherwise.
- 3. All claims must be supported by documentary evidence that **you** have been unable to obtain a refund from **your** travel and/or accommodation provider.
- 4. You must get (at your own expense) written confirmation from the public transport carrier (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport or accommodation offered.
- Payment for additional accommodation will only be considered where your carrier or handling agents have not been able to offer you suitable alternative accommodation and/or travel arrangements.
- 6. You must check in, according to the itinerary supplied to you unless your tour operator has requested you not to travel to the departure point.
- You must comply with the terms of contract of the travel agent, tour operator or provider of transport.
- 8. You must get (at your own expense) written confirmation from the provider of the accommodation the local police or relevant authority that you could not use your accommodation and the reason for this.
- 9. You must comply with the terms of contract of the public transport carrier and seek financial compensation, assistance or a refund of your ticket from them, in accordance with the terms and/or (where applicable) your rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights.

## What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. Trips where you do not have a return date scheduled at the time the airspace, airport or portis closed.
- 3. Deposits, unused travel and accommodation costs or unused kennel, cattery or professional pet sitter fees in excess of those shown in the booking conditions of the travel or accommodation provider or for which **you** receive or are expected to receive compensation or reimbursement.
- 4. Any costs where these are recoverable from **your** travel and/or accommodation provider.
- 5. Any costs where **you** received or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.

- Any costs incurred by you which are recoverable from your credit/debit card provider or for which you receive or are expected to receive compensation or reimbursement.
- 7. Any costs arising from the insolvency of the accommodation providers or their booking agents.
- 8. Any accommodation costs, charges and expenses where the **public transport carrier** has offered reasonable alternative travel arrangements.
- 9. Any costs for normal day to day living such as food and drink which **you** would have expected to pay during **your trip**.
- 10. Any claim for administration costs charged by **your** travel and/or accommodation provider in respect of obtaining a refund or documentary evidence in support of **your** claim.
- 11. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- 12. Circumstances known to you before you purchased this insurance or at the time of booking any trip which could reasonably have been expected to lead to a claim under this section.
- 13. Your disinclination to travel, for whatever cause.
- 14. Travel tickets paid for using any airline mileage reward scheme, (for example Avios) unless evidence of specific monetary value can be provided.
- 15. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme, in addition any property maintenance costs or fees incurred by **you** as part of **your** involvement in such schemes are not covered.
- 16. Any unused travel costs arising from the insolvency of your transport provider.
- 17. Any cost if **your trip** was booked as part of a package holiday (as more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992) except under:
  - a) Event 1;

or

- Event 2 any cost relating to travel/transport and accommodation costs and kennel, cattery or professional pet sitter fees which do not form part of your package holiday;
- 18. Claims arising directly or indirectly from:
  - a) strike, industrial action or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which you were travelling, existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip;
  - an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which you are travelling;
  - c) 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 public transport carrier or their handling agents.
- 19. Any claim arising from denied boarding due to **you** holding a standby or concessionary fare ticket that allows the transport provider or their handling agent to withdraw **your** rights to a seat without penalty.

## Section 14: Scheduled airline failure and end supplier failure

#### Events

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, per **insured person** in total for events 1 and 2 as confirmed in **your policy schedule**, for

## 1. Scheduled airline failure

Each insured person named on the Airline Ticket for either:

a. Financial failure of the scheduled airline before **your trip** has started, the amount **you** have already paid to the scheduled airline for **your** unused flight ticket (which is not recoverable by any other means).

OR

- b. Financial failure of the scheduled airline after your trip has started:
  - the additional cost of a one way trip (of a similar standard to that which you had already booked) to replace the original flight arrangements, if you have been offered no other alternative means of travel,

OR

the pro rata amount you have already paid to the scheduled airline for your unused flight ticket for your original return flight to the United Kingdom (which is not recoverable by any other means).

You can only claim under b i) or b. ii) for the same event, not both.

#### 20 2. End supplier failure

The financial failure of a supplier of part of **your trip** which shall include (but not limited to); Hotel, Train Operator including Eurostar; Villas abroad & Cottages in the UK, Caravan Sites, Campsites, Mobile Home, Camper Rental, Safaris; Excursions; Eurotunnel and/or Theme Parks for:

a. Financial failure of the supplier before **your trip** has started: The amount **you** have already pre booked and paid to the supplier (which is not recoverable by any other means)

OR

- b. Financial failure of the supplier after your trip has started:
  - the additional cost (of a similar standard to that which you had already booked) to replace that part of the travel arrangements, if you have been offered no other alternative means.
  - ii) if curtailment of the holiday is unavoidable, the pro rata amount you have already pre booked and paid to the supplier for your unused travel arrangements, accommodation and/or excursions (which is not recoverable by any other means).

You can only claim for event b. i) or b. ii) for the same event, but not both.

You can only claim under one of either section 14 'Scheduled airline failure and end supplier failure' or section 5 'Travel delay and missed departure' for the same event, not both.

## **Section conditions**

- You should attempt to obtain a refund in the first instance from either the airline, the supplier, your credit or debit card provider, or ATOL if you purchased through a travel agent or a third party.
- 2. You should contact us as soon as you know of any reason to make a claim.
- 3. If you claim for either event under a. or b. ii) any refund you have received for your original, unused return flight will be deducted from our settlement.
- 4. Your claim must be submitted up to 6 months after the airline or supplier has become insolvent, claims will not be considered after this period.

## What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Any costs resulting from the insolvency of:
  - a) The financial failure of any scheduled airline or of any travel or accommodation provider or threat of insolvency, or circumstances known to you which could cause you to make a claim before the date you purchased this insurance or at the time of booking any trip.
  - b) Any scheduled airline or supplier that is bonded or insured elsewhere (including if the bond is insufficient to meet the claim).
  - c) Any scheduled flights, travel, accommodation, excursions or theme park tickets that were not booked in the **United Kingdom** prior to departure.
  - d) The financial failure of any travel agent, tour organiser, booking agent or consolidator with whom **you** have booked travel or accommodation.
- 4. Any loss which can be recovered by other legal means or for which a third party is liable.
- 5. Any other loss not directly associated with the incident that caused **you** to claim, e.g additional travel costs to reached **your** booked accommodation.
- 6. Any loss for charter flight tickets booked as part of a package holiday, or flight tickets not on a scheduled airline.

## Section 15: Winter sports cover

Your policy will be extended to cover your trip and include the additional cover shown under this section:

Premier cover - additional premium must be paid and shown on **your policy schedule**. Premier Plus cover - Annual Multi-trip policy cover is automatically included. Single Trip policy additional premium must be paid and shown on **your policy schedule**.

Please refer to 'Activities you are covered for' - 'Winter sports activities' for trip limits and a list of the activities which are covered.

## **Event A-Winter sports equipment**

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**:

- if your or your hired winter sports equipment is accidentally damaged, or lost, stolen, or destroyed during your trip;
- 2. for hire of replacement winter sports equipment during your trip as a result of 1 above; and/or
- 3. to replace your lift pass if it is lost, stolen or destroyed during your trip.

## **EventA-Conditions**

- 1. You must take reasonable care to keep your winter sports equipment safe. If your winter sports equipment is lost or stolen, you must take all reasonable steps to get it back.
- 2. You must report any loss or theft as soon as possible to the police if the loss occurred during the **trip. You** must get a police report form within 7 days.
- If your winter sports equipment is lost or damaged by your public transport carrier you must give written notice of the claim to them within the time limit in their conditions of carriage (you should also keep a copy). You must keep your tickets and luggage tags.
- 4. If your winter sports equipment is lost or damaged by an authority or your accommodation provider, you must report the details of the loss or damage to them in writing as soon as possible and get written confirmation.
- You must be able to prove that you have responsibility for the lost, stolen or damaged items and how much they are worth. If you do not do this, it may affect your claim.
- 6. At **our** option, **we** will settle any claim for the accidental loss of, theft of or damage to **winter sports equipment**:
  - a) for articles less than 2 years old at the time of loss or theft, the replacement cost when evidence of the original purchase is provided;
  - b) for articles 2 years old or more, or if evidence cannot be produced as to its age, the value at today's prices less a deduction for wear, tear and depreciation (or we may at our option replace, reinstate or repair the lost or damaged winter sports equipment).

## Event A - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Winter sports equipment which you have left unattended in your accommodation unless the accommodation is locked.
- Winter sports equipment which you have left unattended in a motor vehicle unless:
  - a) the loss occurs between 9am and 9pm; and
  - b) it is contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in the luggage area).
- 5. Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
- 6. Any items shipped as freight or items delayed, detained or confiscated by customs or other officials.
- 7. Items used in connection with **your** job.

## Event B - Delay due to avalanche

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule** for extra accommodation (room only) and transport charges (up to the same standard of those previously booked) that are necessary to reach **your trip** destination on **your** outward journey or **your home** on **your** return journey, if an avalanche delays **your** arrival at or departure from **your** booked destination.

## Event B - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.

## Event C - Piste closure

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, if all pistes at the resort **you** have booked are closed because of lack of snow, excessive snow or high winds.

## **Event C - Conditions**

- 1. Cover does not apply for trips:
  - a) in the UK;
  - b) outside the UK, which are not during the recognised skiing season for your destination.
- 2. Cover does not apply for cross country skiing.

## Event C - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.

## Event D - Winter sports activity and ski pack

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**:

- if due to illness or injury you are medically certified as being unable to take part in your pre-booked winter sports activity, for the unused part of your ski/lift pass, hire or tuition fees or cost of activities;
- to replace your pre-booked ski/lift pass if it is lost, stolen or destroyed during your trip.

#### Event D - Condition

Any claim resulting from **illness** or **injury** must be supported by written confirmation from a **medical practitioner**.

## Event D - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.

## Event E - Delayed winter sports equipment

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule** for the hire of essential items if **your** own **winter sports equipment** is misplaced, or stolen on **your** outward journey for over 8 hours from the time **you** arrive at **your trip** destination; or if it is lost or damaged during **your** stay at the ski resort.

#### **Event E - Conditions**

- 1. You must be without your winter sports equipment for more than 8 hours.
- 2. You must keep the receipts of anything you buy and get written confirmation from the public transport carrier of the number of hours you were without your winter sports equipment.

## Event E - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- Any claim for winter sports equipment delayed or detained by customs or other officials.

## Section 16: Cruise cover

Your policy will be extended to cover **your trip** and include the additional cover shown under this section:

Premier cover - additional premium must be paid and shown on **your policy schedule**. Premier Plus cover - Annual Multi-trip policy cover is automatically included. Single Trip policy additional premium must be paid and shown on **your policy schedule**.

#### Definitions for this section

The following additional key word has the same meaning wherever it appears in this section. This definition applies to this section only.

**Formal cruise attire** - means clothing which meets the cruise dress code for formal dining, which may include evening gowns, cocktail dresses, suits, tuxedos, dress trousers, dress shirts, sports jacket and ties.

Note: you must refer to the 'Definitions' section of this policy, which will also apply.

## Event A - Missed embarkation

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in your policy schedule:

- 1. where you are joining your cruise ship at an UK embarkation point, to enable you to reach your cruise ships next port of call if you arrive at the original UK embarkation point after the ship has departed due to the vehicle in which you are travelling to the original UK embarkation point suffering from a mechanical breakdown or failure or being involved in an accident or a delay involving your own vehicle because of unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press or your public transport carrier is delayed, preventing you from being able to embark on time, or
- 2. where you are joining your cruise ship at an embarkation point outside the UK, for alternative transport to get you to your cruise ships overseas embarkation point, or next port of call if you are unable to reach your departure point and check-in on time for your outbound departure either because your public transport carrier is delayed, or the vehicle in which you are travelling suffers from a mechanical breakdown or failure or being involved in an accident or a delay involving your own vehicle because of unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press, causing you to miss your outbound departure.

## **EventA-Condition**

Please refer to the 'Section conditions' under section 5 'Travel delay & missed departure', which will apply.

## Event A - What is not covered

#### We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- Anything mentioned under the heading 'What is not covered' within section 5 'Travel delay & missed departure'.
- 3. Any compensation when your cruise operator has rescheduled your flight itinerary.
- Additional expenses where your planned arrival time at the port is less than 3 hours in advance of the sail departure time if you are travelling independently and not part of an integrated cruise package.

#### Event B - Formal cruise attire

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**:

- 1. for the accidental loss of, theft of or damage to your formal cruise attire:
  - a) for articles less than 2 years old at the time of loss or theft, the replacement cost when evidence of the original purchase is provided;
  - b) for articles 2 years old or more, or if evidence cannot be produced as to its age, the value at today's prices less a deduction for wear, tear and depreciation (or we may at our option replace, reinstate or repair the lost or damaged formal cruise attire).
- 2 for the purchase or hire of replacement items of formal cruise attire if your own is misplaced, lost or stolen on your outward journey from your home area for over 8 hours from the time you boarded your cruise ship and provided written confirmation is obtained and sent to us confirming the delay. If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section.

## **Event B - Condition**

Please refer to the 'Section conditions' under section 3 'Baggage', which will apply.

## Event B - What is not covered

## We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Anything mentioned under the heading 'What is not covered' within section 3 'Baggage'.

#### Event C - Cruise itinerary changes

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule** if a scheduled port visit is cancelled during **your cruise** due to adverse weather conditions or timetable restrictions and no alternative port can be offered.

#### **Event C - Condition**

You must obtain a written report from the **cruise** operator, carrier or their handling agents confirming the itinerary change and the reason for it.

## Event C - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. A missed port caused by strike or industrial action.
- 3. Claims arising from a missed port caused by strike or industrial action existing or publicly declared by the date **you** purchased this insurance or at the time of booking any **trip**.
- 4. Your failure to attend the excursion as per your itinerary.
- 5. If **your cruise** ship cannot put people ashore due to a scheduled tender operation failure.
- 6. Where a monetary amount (including on board credit) of compensation has been offered by the **cruise** ship or **your** tour operator.

## Event D - Additional emergency medical assistance and expenses

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, in addition to cover provided for a claim under section 1 'Emergency medical assistance & expenses', as a result of **your bodily injury** or **illness** sustained abroad during the period of **your trip**:

Ship to shore repatriation - emergency air evacuation if necessary and with the prior approval of **our** Emergency Medical Assistance Service, as a result of **your** suffering unforeseen bodily **injury**, **illness** or complications as a direct result of pregnancy outside **your home area**.

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- 2 Cabin confinement benefit for each full day that **you** are confined to **your** cabin by the ship's doctor as an in-patient during the period of the **trip**.
- 3 Loss of shore excursions that **you** pre-booked and pre-paid for in **your home area** and are unable to take because **you** are confined to bed in **your** cabin by the ship's doctor and on which **you** are unable to obtain a refund.

## **Event D - Condition**

Please refer to the 'Section conditions' under section 1 'Emergency medical assistance & expenses', which will apply.

## Event D - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Anything mentioned under the heading 'What is not covered' within section 1 'Emergency medical assistance & expenses'.
- 4. You must obtain written confirmation of any confinement to your cabin in writing by the ship's doctor.

## Section 17: Business cover

Your policy will be extended to cover **your trip** and include the additional cover shown under this section:

Premier & Premier Plus cover - additional premium must be paid and shown on **your policy schedule**.

## **Definitions for this section**

The following additional key words or phrases have the same meaning wherever they appear in this section. These definitions apply to this section only.

**Business equipment** – electrical equipment (including computers, laptops or similar) business books, stationery, office equipment and all owned by you or your legal responsibility.

**Business money** – bank notes and coins in legal tender, cheques, travellers' cheques, postal or money orders, pre-paid coupons or vouchers or travel tickets, pre-booked event and entertainment tickets, phone cards and pre-paid electronic money cards, all held for business use and which are non-refundable.

Business samples – samples of your business stock owned by you or your legal responsibility.

Note: you must refer to the 'Definitions' section of this policy, which will also apply.

## Event A - Business equipment and business samples

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule** if **your business equipment** and **business samples** are accidentally damaged, lost, stolen, or destroyed during **your business trip**.

## **EventA-Conditions**

- You must take reasonable care to keep your business equipment and business samples safe. If your business equipment and business samples are lost or stolen, you must take all reasonable steps to get them back.
- 2. You must report any loss or theft as soon as possible to the police if the loss or damage occurred during the **trip**. You must get a police report form within 7 days.
- If your business equipment and business samples are lost or damaged by your public transport carrier you must give written notice of the claim to them within the time limit in their conditions of carriage (you should also keep a copy). You must keep your tickets and luggage tags.
- 4. If **your business equipment** and **business samples** are lost or damaged by an authority or **your** accommodation provider, **you** must report the details of the loss or damage to them in writing as soon as possible and get written confirmation.
- You must be able to prove that you have responsibility for the lost, stolen or damaged items and how much they are worth. If you do not do this, it may affect your claim.
- 6. At **our** option, **we** will settle any claim for the accidental loss of, theft of or damage to **business equipment** and **business samples**:
  - a) for articles less than 2 years old at the time of loss or theft, the replacement cost when evidence of the original purchase is provided;
  - b) for articles 2 years old or more, or if evidence cannot be produced as to its age, the value at today's prices less a deduction for wear, tear and depreciation (or we may at our option replace, reinstate or repair the lost or damaged business equipment and business samples).

We will not pay more than the maximum limit provided for any one article, **pair or set** of articles or **business samples**.

 If you have also made a claim for replacement under Event B 'Essential item replacement and hire' this amount will be deducted from the amount claimed under EventA.

## Event A - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Business equipment and business samples which you have left unattended in your accommodation unless the accommodation is locked.
- 4. Business equipment and business samples which you have left unattended in a motor vehicle unless:
  - a) the loss occurs during the hours of 9 am and 9 pm; and
  - b) they are contained in the secure area of a motor vehicle (in the boot or otherwise hidden from view in a secure luggage area).
- 5. Claims for theft unless there is evidence of force or forcible entry.
- 6. Food or drink.
- 7. Contact and corneal lenses, medical and dental fittings, or hearing aids.
- 8. Cracked, scratched or broken glass (except lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile items.
- 9. Wear and tear, loss of value and damage caused by moths or vermin, or any process of cleaning, repairing or restoring.
- 10. Any items shipped as freight or items delayed, detained or confiscated by customs or other officials.
- 11. Business money, bonds, securities or documents of any kind.

## Event B - Essential item replacement and hire & courier replacement costs

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule** for:

- 1. The replacement or hire of essential items if **your business equipment** or **business samples** are temporarily lost on the outward journey.
- 2. For emergency courier expenses you have to pay to replace any business equipment or business samples that you must have for your business trip.

## **Event B - Conditions**

You must be without your business equipment and business samples for more than 8 hours.

You must keep the receipts of anything you buy or hire and get written confirmation from the **public transport carrier** of the number of hours you were without your business equipment and business samples.

## Event B - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The excess shown in the 'Schedule of Benefits' within this policy.
- 3. Any claim for items delayed or detained by customs or other officials.

## **Event C - Business money**

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule** if **your business money** is lost or stolen during **your trip** or during the 72 hours immediately before starting **your trip**.

## **Event C - Conditions**

- 1. You must take reasonable care to keep your business money safe. If your business money is lost or stolen, you must take all reasonable steps to get it back.
- 2. You must report any loss to the police within 24 hours of discovering it and obtain a written police report.
- 3. You must be able to prove that you own or are responsible for the lost or stolen money, if you do not it may affect your claim.

## Event C - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The **excess** shown in the 'Schedule of Benefits' within this policy.
- 3. Business money which is not with you unless it is stored in a locked safety deposit box or locked safe or is locked in your accommodation.
- 4. Claims for theft unless there is evidence of force or forcible entry.
- 5. Bonds, securities or documents of any kind.
- 6. Shortages due to a mistake or loss due to a change in exchange rates.
- 7. **Business money** which is delayed, detained or confiscated by customs or other officials.

## Event D - Employee replacement

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule** for the additional cost of travel and accommodation (up to the same standard as **your** booking) for one colleague to replace **you**, if **you** are unable to meet **your** business commitments due to the Events insured under the following sections:

- section 1 'Emergency medical assistance and expenses';
- section 2 'Personal accident'; and/or
- section 4 'Cancellation and cutting short a trip'.

#### **Event D - Conditions**

- 1. Anything mentioned in the 'Section conditions' under the sections listed above.
- 2. You must have a valid claim under the sections listed above for cover to apply.

#### Event D - What is not covered

We will not pay for:

- 1. Anything mentioned in 'Exclusions which apply to the whole policy'.
- 2. The **excess** shown in the 'Schedule of Benefits' within this policy.
- 3. Anything mentioned in 'What is not covered' under the sections listed above.

## Section 18: Gadget cover

#### **Definitions for this section**

The following additional key words or phrases have the same meaning wherever they appear in this section. These definitions apply to this section only.

Accessories - items such as but not limited to, chargers, protective cases, headphones and hands free devices costing less than £150, that are used in conjunction with your gadget but excludes SIM cards and wearables. Evidence of ownership for accessories will need to be provided at point of claim.

Accidental loss/accidentally lost - means that the gadget has been accidentally left by you in a location and you are permanently deprived of its use.

**Checked-in baggage** - suitcases, holdalls or rucksacks that have been checked-in by **your** transport provider and placed in the luggage hold of flight/train/sailing/coach in which **you** are booked to travel.

**Co-operate** - provide **us** with any information **we** may reasonably request to enable **us** to verify **your** claim.

Eligibility criteria - a gadget must be in good working order and in your possession when you start your trip and:

- purchased as new in the UK, or, if purchased as refurbished, was not purchased direct from the manufacturer or network provider in the UK
- not more than 48 months old at the date **you** started **your trip**.

**Evidence of ownership** - a document to evidence that the item(s) **you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, gift receipt, bank or credit card statements.

**Gadget(s)** - means a handheld consumer electronic device such as mobile phones, tablets, I-pads, Kindles, satnavs, cameras, lenses, camcorders, smart watches, smart glasses, head mounted displays, hand held games consoles, portable DVD players, headphones, wireless speakers, MP3 players and I-pods – but not **laptop computers**.

Laptop computer - a portable computer that includes a screen, keyboard and track pad or track ball.

**Precautions** - all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, damage or theft of their gadgets.

Unattended - neither on your person or within your sight and reach.

Note: you must refer to the 'Definitions' section of this policy, which will also apply.

We will pay up to the limits shown within this section:

## 1. If your gadgets are lost of stolen

#### If this happened:

Your gadget was lost or stolen during your trip.

This is what we will do:

- We will arrange for your gadget to be replaced with a similar refurbished make and model up to a maximum value of £1,000 Premier cover or £1,500 Premier Plus cover.
- We will pay you up to £10,000 for the reimbursement of unauthorised calls or data download if your mobile phone is accidentally lost or stolen whilst on your trip and is used fraudulently.

## But we won't do anything if:

- your gadget falls outside our eligibility criteria;
- you are unable to provide evidence of ownership;

- your gadget was in the possession of a third party (other than a member of your immediate family) at the time of the event giving rise to a claim under this insurance;
- · your gadget was placed in checked-in baggage;
- you did not notify any loss or theft to the police, your carrier or tour operator's representative and obtain a local independent written report during your trip;
- your claim is for a mobile phone and you did not notify your service provider and blacklist your handset;
- you did not take all available precautions;
- when away from your accommodation your gadget was not concealed on or about your person when not in use;
- the gadget is left unattended when it is away from your holiday accommodation (including being in luggage during transit);
- your gadget was left unattended in any motor vehicle, where you or someone
  acting on your behalf is not in the vehicle, unless the gadget has been concealed in
  a locked boot, closed glove compartment or other closed internal compartment and
  all the vehicle's windows and doors have been closed and locked and all security
  systems have been activated. A copy of the repairer's account for damage in gaining
  entry to the locked vehicle must be supplied with any claim;
- your gadget was left unattended in your holiday accommodation, unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the repairer's account for such damage must be supplied with any claim;
- you ask us to reimburse unauthorised calls or data if you did not report the loss or theft of your mobile phone to the service provider within 24 hours of discovery and you have not provided an itemised bill from your service provider;
- you do not co-operate with us;
- you do not pay your excess fee of £50.

## 2. If your gadgets are accidentally damaged

## If this happened:

Your gadget was accidentally damaged during your trip.

## This is what we will do:

We will arrange for **your gadget** to be repaired or, if it cannot be repaired, replaced with a <u>similar refurbished make and model</u> up to a maximum value of £1,000 Premier cover or £1,500 Premier Plus cover.

#### But we won't do anything if:

- your gadget was placed in checked-in baggage;
- · your gadget falls outside our eligibility criteria;
- your gadget has been damaged by radiation, atmospheric or climatic conditions, age, or wear and tear;
- you ask us to repair any cosmetic damage, including scratches, dents and other visible defects that do not affect safety or performance.
- you are unable to provide evidence of ownership;
- you did not take all available precautions;
- you do not co-operate with us;
- you do not pay your excess fee of £50.

# 3. If your accessories are accidentally lost or stolen with your gadget *If this happened:*

Your accessories were accidentally lost, stolen or damaged at the same time as your gadget during your trip.

## This is what we will do:

We will replace your accessories up to a maximum value of £150.

#### But we won't do anything if:

- your gadget and / or accessories were placed in checked-in baggage;
- you do not have a valid claim under point 1. 'If your gadgets are lost or stolen' or point 2. 'If your gadgets are accidentally damaged' within this section;
- your accessories have been damaged by atmospheric or climatic conditions, age or wear and tear;
- you ask us to repair any cosmetic damage, including scratches, dents and other visible defects that do not affect safety or performance;
- you are unable to provide evidence of ownership;
- you do not co-operate with us.

## 4. If your e-wallet is used fraudulently

#### If this happened:

Your gadget was accidentally lost or stolen and your e-wallet facility was used fraudulently.

#### This is what we will do:

We will refund the cost of the fraudulent transactions made within the first 24 hours of discovering the theft or accidental loss, up to a maximum value of £500 (including VAT).

#### 24 But we won't do anything if:

- an e-wallet PIN had not been set on the gadget, or you have not followed the conditions relating to the security of the PIN i.e. the pin number has not been written down and left with your gadget;
- you do not provide a copy of your itemised bill evidencing the transactions;
- you have cover elsewhere for such losses, such as with your bank or your card provider;
- you do not have a valid claim under point 1. 'If your gadgets are lost or stolen' within this section.

## Section 19: Consular Assist Cover

Strong Advisory Note: by nature of the risks that this section covers, some categories of claim may require the input of a third party. It is strongly advised that **you** inform at least one of the following parties of the existence of this policy and provide them with a copy of the wording in the event that **you** require assistance and are unable to initiate the claims process:

- a) a Family Member;
- b) your employer;
- c) a close friend;
- d) a colleague.

This policy is intended to cover the circumstances as detailed under the 'What this insurance covers' section.

The intention of this policy is not to duplicate services being delivered directly to **you** or costs being incurred on **your** behalf by the Foreign & Commonwealth Office, other service provider or any other insurance policy or policies that **you** may have.

Please note that events arising as a consequence of terrorism will not be covered under this section.

## Definitions applicable to this section only:

The words or expressions detailed below have the following meaning wherever they appear in this section of cover, the definitions will start with a capital letter.

Note: you must refer to the 'Definitions' section of this policy, which will also apply, policy definitions are shown in bold.

## Abducted

To take (someone) away illegally by force or deception but not with the intention to extort monies or to use the victim for the purpose of bargaining with another party.

## Detention

The action of detaining someone or the state of being detained in official custody.

## **Express Kidnapping**

A method of abduction where a small and easily paid ransom is demanded and the victim is then released.

## **Family Members**

Your parents, spouses, siblings and children.

## In-Country Support

The provision of advice and support by one of our local consular specialists within 24 hours for up to 5 days.

We shall, at **our** sole discretion, supply the above advice and support with a visit from a UK based Consular specialist within 72 hours (travel permitting) for up to 5 days.

The above support shall be with the communications and liaison with local authorities, organisations, consulates or embassies following an accepted claim.

The maximum amount of time **we** shall incur costs providing in-country support locally or with a visit from the UK shall be limited to 5 days.

## Kidnap (Kidnapped/Kidnapping)

To take (someone) away illegally by force or deception with the intention to extort monies or to use the victim for the purpose of bargaining with another party.

#### **Major Crisis**

An event that is, or is expected to lead to, an unstable and dangerous situation in the country you are visiting.

## Natural Disasters

A natural event including but not limited to a flood, earthquake, or hurricane, which causes great damage or loss of life.

#### **Period of Advice**

- Sub sections 1, 4, 5, 6, 7, 8 and 10 up to 30 days after the Time of Occurrence.
- Sub sections 2, 3 and 9 up to 180 days after the Time of Occurrence and up to 30 days after your release.

## **Petty and Minor Crime**

A misdemeanour, not defined as a Serious Crime, for which the punishment is usually just a small fine or short term of imprisonment.

## **Security Agencies**

- governmental organisations which conduct intelligence activities for the internal security of a nation;
- b) consulting firms specialising in political, security and integrity risks.

#### **Serious Crime**

Where **you** are an alleged victim of Grievous Bodily Harm, murder or manslaughter (excluding corporate manslaughter) as defined in English Law.

If **you** are an alleged victim of grievous bodily harm, **we** shall only provide In-Country Support where **you** have been hospitalised for a period of over 48 hours.

## Sexual Assault

Sexual assault as defined in English Law.

## Time of Occurrence

When the event occurred or commenced whichever is the earlier.

## Your cover under this section:

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, following an insured incident occurring during **your trip**, we will provide the following cover:

## 1 - Major Crisis Management

## What you are covered for:

Where a Major Crisis occurs during **your trip**, **we** will manage communications between official agencies and Family Members whilst **you** are not in the **UK**.

## What you are not covered for:

Anything mentioned in 'Exclusions which apply to the whole policy'.

## 2-Abduction

## What you are covered for:

Where you are Abducted, we will support you by:

- a) providing In-Country Support;
- b) liaising with Family Members, and your employer;
- c) liaising with appropriate governments, your embassy and the local authorities;
- d) liaising with your Travel Plus insurance provider and Security Agencies;
- e) referring you to a translation service where it is required.

Upon release, **we** will meet with **you** and help **you** to find accommodation, arrange a medical check-up and arrange travel back to the **UK**.

## What you are not covered for:

Anything mentioned in 'Exclusions which apply to the whole policy'.

## 3-Kidnapping

## What you are covered for:

Where you are Kidnapped, we will support you by:

- a) providing In-Country Support;
- b) liaising with Family Members, and your employer;
- c) liaising with appropriate governments, your embassy and the local authorities;
- d) liaising with your Travel Plus travel insurance provider and Security Agencies;
- e) referring you to a translation service where it is required.

Upon release, we will meet with you and help you to find accommodation, arrange a medical check-up and arrange travel back to the UK.

#### What you are not covered for:

Any costs in relation to a claim that falls within the definition of an Express Kidnapping. Anything mentioned in 'Exclusions which apply to the whole policy'.

## 4-Victim of Serious Crime

#### What you are covered for:

Where you are a victim of Serious Crime, we will support you by:

- a) providing In-Country Support;
- b) helping you arrange an appointment with a local hospital or doctor for treatment where necessary;
- c) liaising with Family Members, and your employer;
- d) liaising with appropriate governments, your embassy and the local authorities;
- e) providing you with general information about the local police and legal procedures;
- f) liaising with your Travel Plus travel insurance provider and Security Agencies;
- g) referring you to a translation service where it is required;
- h) referring **you** to legal professionals and helping you appoint a solicitor in relation to the Serious Crime.

## What you are not covered for:

Anything mentioned in 'Exclusions which apply to the whole policy'.

## 5-Sexual Assault

## What you are covered for:

Where you are a victim of Sexual Assault we will support you by:

 a) where requested by you, discreetly contacting your Family Members, or employer to let them know what has happened;

- b) contacting **your** embassy and ask that they provide **you** with an escort to the police station;
- c) providing a list of local lawyers, interpreters and referring **you** to a translation service; transmitted infections and on pregnancy;
- d) providing information on professional help that is available to you in the UK and requesting, where needed, the services of a sexual offences trained officer from your local police station in the UK;
- e) referring **you** to legal professionals and helping **you** appoint a solicitor in relation to the Sexual Assault.

## What you are not covered for:

Anything mentioned in 'Exclusions which apply to the whole policy'.

## 6-Detention/Imprisonment

## What you are covered for:

Where you are detained or imprisoned abroad we will support you by:

- a) liaising with **your** embassy and/or, where requested by **you**, **your** next of kin, and employer;
- b) contacting support charities and organisations if required;
- c) referring **you** to legal professionals and helping **you** appoint a solicitor in relation to **your** detainment or imprisonment;

d) referring you to a translation service where it is required.

## What you are not covered for:

The cost of any fines or penalties that  $\boldsymbol{you}$  are requested to pay by the local police or authorities.

Anything mentioned in 'Exclusions which apply to the whole policy'.

## 7 – Express Kidnapping

## What you are covered for:

Where you are a victim of an Express Kidnapping we will support you by:

- a) liaising with appropriate governments, **your** embassy and the local authorities;
- b) where requested by  ${\bf you},$  liaising with Family Members, and/or  ${\bf your}$  employer;
- c) referring **you** to legal professionals and helping **you** appoint a solicitor in relation to the Express Kidnapping;
- d) referring you to a translation service where it is required;
- e) liaising with your Travel Plus travel insurance provider and Security Agencies;
- f) providing **you** with advice on what next steps **you** should take following the Express Kidnapping;

g) liaising with your embassy and local authorities where necessary.

## What you are not covered for:

The repayment or replacement of monies or items extorted from  $\ensuremath{\textbf{you}}$  in the Express Kidnapping.

Anything mentioned in 'Exclusions which apply to the whole policy'.

## 8-Victims of Petty and Minor Crime

## What you are covered for:

Where you are a victim of a Petty or Minor Crime, we will support you by:

- a) providing telephone support from an English speaking consular trained incident manager;
- b) where requested by  ${\bf you},$  liaising with Family Members, and/or  ${\bf your}$  employer;
- c) referring **you** to legal professionals and, where necessary, helping **you** appoint a solicitor in relation to the Petty or Minor Crime;
- d) referring you to a translation service where it is required.

## What you are not covered for:

 $\label{eq:constraint} Anything mentioned in `Exclusions which apply to the whole policy'.$ 

## 9-Missing Persons

## What you are covered for:

Where you are reported as missing for a period of over 48 hours, we will support you by:

- a) providing In-Country Support;
- b) liaising with your next of kin and if you are found, we will liaise with your Family Members and/or employer where requested by you on what their next steps should be;
- c) referring you to a translation service where it is required;
- d) referring **you** to legal professionals and, where necessary, helping **you** appoint a solicitor in relation to the circumstances that led to **you** going missing;
- e) liaising with your embassy and local authorities where necessary.

## What you are not covered for:

Anything mentioned in 'Exclusions which apply to the whole policy'.

## 10 – Passport Replacement

## What you are covered for:

Where  $\mathbf{your}$  passport has been lost or stolen,  $\mathbf{we}$  will support  $\mathbf{you}$  by:

- a) providing telephone support from an English speaking consular trained incident manager who will help **you** to complete **your** application;
- b) providing advice on how to acquire a replacement passport;
- c) liaising with local government agencies or the consulate to help **you** acquire a replacement passport and arranging appointments with the consulate if required;
- d) where requested by  ${\bf you},$  liaising with Family Members, and/or  ${\bf your}$  employer.

## What you are not covered for:

The cost of any applications or fees in replacing your passport.

Anything mentioned in 'Exclusions which apply to the whole policy'.

## Conditions applicable to this section only:

## 1. In-Country Support

Where **we** are providing In-Country Support it shall be at **our** discretion as to how and where **our** representatives spend their time in trying to provide **you** with the most effective assistance for **your** circumstances.

## 2. Duplication of Costs

The intention of this policy is not to duplicate services being delivered directly to **you** or costs being incurred on **your** behalf by the Foreign & Commonwealth Office, other service provider or any other insurance policy or policies that **you** may have.

## 3. Observance

**Our** liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

## 4. Fraudulent or Exaggerated Claims

We have the right to refuse to pay a claim or to void this insurance in its entirety if you make a claim which is in any respect false or fraudulent or exaggerated.

## 5. Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Note: You must refer to the 'Conditions which apply to the whole policy', which also apply.

## Exclusions applicable to this section only:

We shall not be liable for:-

- claims in respect of In-Country Support where in the opinion of a Security Agency the attendance of **our** representative could result in their life being placed in serious danger;
- costs arising from or in connection with translation services, interpreters or legal professionals that we have referred to you;
- 3. any communications that are not in relation to **your** whereabouts, well-being, travel arrangements or travel insurance;
- costs arising from or in connection with your accommodation, travel, or medical arrangements;
- costs of advice provided after the Period of Advice for the specific incident has expired;
- 6. claims for advice for circumstances that are not covered by the policy;
- 7. claims arising from:
  - a) electronic data:

any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted.

for the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

for the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

- b) Natural Disasters (other than sub-section 1 where cover is provided).
- c) Terrorism which is defined as any direct or indirect consequence of Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Note: You must refer to the 'Exclusions which apply to the whole policy', which also apply.

## Section 20: Travel Consumer Dispute

## **Definitions for this section**

The words or expressions detailed below have the following meaning wherever they appear in this section of cover, the definitions will start with a capital letter.

Note: you must refer to the 'Definitions' section of this policy, which will also apply, policy definitions are shown in bold.

## **Authorised Professional**

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

#### Court

A Court, tribunal or other competent authority.

#### Event

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

#### Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

#### **Professional Fees**

Legal Fees and costs properly incurred by the Authorised Professional, with **our** prior written authority including costs incurred by another party for which **you** are made liable by Court Order, or may pay with **our** consent in pursuit of a civil claim in the geographical limits arising from an insured incident. In the event that the matter falls within the limits of a Small Claims Court, the maximum amount payable to the Authorised Professional shall be limited to the maximum amount recoverable from that respective Court.

#### **Standard Professional Fees**

The level of Professional Fees that would normally be incurred by **us** in either handling this matter using **our** own Claims Specialist or a nominated Authorised Professional of **our** choice.

## Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

#### What is covered?

We will pay up to the limit shown in the 'Schedule of Benefits' within this policy for the level of cover selected, as confirmed in **your policy schedule**, to cover the cost of Professional Fees in pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by **you** or on **your** behalf for the purposes of undertaking a **trip** in order to seek compensation and or implementation of the contract from the following:-

- a) your Tour Operator or Holiday Company;
- b) your Travel Agent;
- c) a Car Hire company with whom you have pre-booked a vehicle;
- d) an Airline, Ferry, Train, Cruise liner or Coach Operator;
- e) a Hotelier or Property Owner.

Subject to the cause of action arising within the geographical limits and where Legal Proceedings are able to be brought in a United Kingdom Court jurisdiction.

#### What is not covered?

- any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150;
- an Event not reported to us within 30 days of returning from the trip subject to the dispute;
- Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid;
- actions pursued in order to obtain satisfaction of a judgement or legally binding decision;
- 5. the **insured person's** travelling expenses, subsistence allowances or compensation for absence from work;
- any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.
- 7. anything mentioned in the 'Conditions' or 'Exclusions' which apply to the whole policy.

#### **Exclusions applying to this section**

This insurance does not cover:

- 1. Professional Fees incurred:-
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
  - b) where the **insured person** is aware of a circumstance that may give rise to a claim when purchasing this insurance;

- c) before our written acceptance of a claim;
- d) before **our** approval or beyond those for which we have given **our** approval;
- e) where you fail to give proper instructions in due time to us or to the Authorised Professional;
- where you are responsible for anything which in our opinion prejudices your case;
- g) if you withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for you;
- where you decide that you no longer wish to pursue your claim as a result of disinclination. All costs incurred up until this stage will become your responsibility;
- i) in respect of the amount in excess of **our** Standard Professional Fees where **you** have elected to use an Authorised Professional of **your** own choice;
- the pursuit, continued pursuit or defence of any claim if we consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
- claims which are conducted by you in a manner different from the advice or proper instructions of us or the Authorised Professional;
- appeals unless you notify us in writing of your wish to appeal at least six working days before the deadline for giving notice of appeal expires and we consider the appeal to have reasonable prospects of success;
- any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
- damages, fines or other penalties you are ordered to pay by a Court, tribunal or arbitrator;
- claims arising from an Event arising from your deliberate act, omission or misrepresentation;
- 8. claims arising from seepage, pollution or contamination of any kind;
- any Professional Fees relating to your alleged dishonesty or deliberate and wilful criminal acts or omissions;
- a dispute which relates to any compensation or amount payable under a contract of insurance;
- 11. a dispute with us not dealt with under the 'Arbitration' condition;
- 12. an application for judicial review;
- any Professional Fees incurred in defending or pursuing new areas of law or test cases;
- any claim involving medical or clinical negligence or pharmaceutical or any related claims (including but not limited to tobacco products);
- 15. any claim arising from a stress or psychological related condition;
- any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **insured person** including but not limited to any personal guarantee and investment in unlisted companies;
- Legal Proceedings outside the United Kingdom and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
- Legal Proceedings between an insured person and a central or local government authority;
- disputes between an insured person and their family or a matrimonial or cohabitation dispute;
- 20. any claims made or considered against **us** or an Authorised Professional used to handle any claim;
- 21. any claims relating to cosmetic treatment, surgery or tanning;
- 22. Professional Fees incurred that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court Limits;
- 23. any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses;

This does not apply to Legal Proceedings connected with claiming compensation following **your** death or bodily injury.

#### Specific conditions relating to claims

You must tell us in writing within 30 days of returning from the respective trip about any matter, which could result in a claim being made under this policy, and must obtain in writing our consent to incur Professional Fees.

We will give such consent if you can satisfy us that there are reasonable prospects of success in pursuing or defending your claim and that it is necessary for Professional Fees to be paid and you have paid the excess.

We may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If we subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim we decide that:-

- 1. Your prospects of success are insufficient;
- 2. It would be better for you to take a different course of action;
- 3. We cannot agree to the claim.

We will write to **you** giving **our** reasons and **we** will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that we will pay under the policy in the pursuit continued pursuit or defence of any claim:-

- 1. If we consider it is unlikely a sensible settlement will be obtained; or
- 2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- We consider that it is unlikely that you will recover the sums due and or awarded to you.

Alternatively where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

#### Arbitration:

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If **we** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

#### Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If Legal Proceedings have been agreed by **us**, **you** may nominate **your** own Authorised Professional whose name and address **you** must submit to **us**. In selecting **your** Authorised Professional **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Conditions.

Where **you** have elected to use **your** own nominated Authorised Professional **you** will be responsible for any Professional Fees in excess of **our** Standard Professional Fees.

## **Conduct of Claim**

- You shall at all times co-operate with us and give to us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at your own expense.
- 2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and you shall give any instructions to the Authorised Professional which may be required for this purpose. You or your Authorised Professional shall notify us immediately in writing of any offer or payment into Court made with a view to settlement and you must secure our written agreement before accepting or declining any such offer.
- 3. We will not be bound by any promise or undertaking given by you to the Authorised Professional or by either of you to any Court, witness, expert or agent or other person without our agreement.

## **Recovery of Costs**

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay you all or any costs charges, fees, expenses or compensation you will do everything possible (subject to our directions) to recover the money and hold it on our behalf. If payment is made by instalments these will be paid to us until we have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

## Useful information

Please note this information does not form part of the terms and conditions of your travel cover, it is provided for guidance purposes only. Information is correct at date of production.

#### www.fco.gov.uk/travel

Before you go overseas check out the Foreign Commonwealth Office website at **www.fco.gov.uk/travel**, it is packed with essential travel advice and tips plus up to date information about different countries.

## **The World Health Organisation**

The World Health Organisation (WHO) provides up to date information and advice for travellers by country on health risks. Please check with the WHO if you have any concerns over health risks for your intended destination.

To view information on the country or region you intend to travel to, visit the international travel and health pages on the WHO website **www.who.int** 

#### **Reciprocal Healthcare Agreements**

(Applies to residents of England, Scotland, Wales and Northern Ireland only)

The National Health Service (NHS) provides useful information on healthcare abroad and produces country by country guides and a 'Health advice for travellers' leaflet'. You can find all this at **www.nhs.uk** 

## Guernsey & Jersey

Guernsey - healthcare in Guernsey is provided by the health and Social Services Department and is outside the UK National health Service. Non-resident visitors to the bailiwick of Guernsey are required to pay for medical treatment.

Jersey - a bilateral healthcare agreement exists between mainland UK and Jersey. Treatment similar to that provided by the NHS is free and you will need to provide proof of residence.

Jersey and Guernsey retain a Reciprocal health Agreement covering their residents when travelling between the islands.

## **European Union**

If you are planning to travel to countries in the European Union, or Iceland, Liechtenstein, Norway or Switzerland we strongly recommend you take a European Health Insurance Card (EHIC) with you. Application forms can be obtained online or in person from the postoffice and should be completed and validated before you travel.

Applying on **www.ehic.org.uk** for the card is free and it is valid for up to five years.

The EHIC will allow you to benefit from the Reciprocal Healthcare Agreements (RHA) which exist with these countries. Where possible, you should take reasonable steps to use these arrangements.

#### Australia

If essential medical treatment is required in Australia you must enrol with a local Medicare office. Details of how to enrol and the free treatment available can be found in the 'Health Advice for Travellers' leaflet or at the Australian government website **www.humanservices.gov.au** (You do not need to enrol on arrival but you must do this after the first occasion you receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge).

#### Air passengers

For advice and details on your rights as an airline passenger and compensation in different situations please visit the UK Civil Aviation Authority website at **www.caa.co.uk**. You should also refer to the terms and conditions of the airline you are travelling with for information.

We are not responsible for the content of other websites.

For sections 1 to 17 this insurance is underwritten by Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093. Communications may be monitored or recorded to improve our service and for security and regulatory purposes. © Copyright – Zurich Insurance plc 2017. All rights reserved. Reproduction, adaptation or translation without prior written permission is prohibited except as allowed under copyright laws.

For sections 18 & 19 this insurance is underwritten by UK General Insurance Limited on behalf of: Great Lakes Insurance SE.

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich.

UK Branch Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht

and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systemsreporting/register or by contacting them on 0800 111 6768.

For section 18 this insurance is administered by Bastion Insurance Services Ltd who are authorised and regulated by the Financial Conduct Authority. For section 19 this insurance is administered by Legal Insurance Management Limited who are authorised and regulated by the Financial Conduct Authority.

For section 20 this insurance is administered by Legal Insurance Management Ltd (552983) and underwritten by Royal & Sun Alliance Insurance plc (202323). Both are registered in the UK and authorised and regulated by the Financial Conduct Authority.

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