




Outbacker

TRAVEL INSURANCE WORDING



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About your policy wording – The Insurance Contract

If **you** have any queries about **your** cover, **you** can call **us** on the number listed in the Important telephone numbers' section.
Please make sure **you** have **your** policy number when **you** call.

We want **you** to get the most from **your** policy and to do this **you** should:

- » Read **your** policy wording and make sure **you** are covered for the sort of losses/incidents **you** think might happen
- » Make sure that **you** understand the exclusions and conditions which apply to **your** policy because if **you** do not meet these conditions it may affect any claim **you** make.

Remember, no policy covers everything. **We** do not cover certain things such as, but not limited to:

- » **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section.
- » Losses that **we** do not state are specifically covered.
- » Circumstances known to **you** before **you** purchased this insurance which could reasonably have been expected to lead to a claim will not be covered
- » The intention of this policy is to cover the entire **trip**. The policy will need to cover the date that **your trip** begins until the date **you** return to **your home area** inclusive
- » Any **trip** that has already begun when **you** purchased this insurance will not be covered
- » Losses which occur outside of a valid **trip** (with the exception of Section 1 - Cancelling or **cutting short a trip**, see the definition of **Insurance period** for full details).

The things which are not covered by **your** policy are stated:

- » In the 'General exclusions applying to **your** policy'
- » Under 'What IS NOT covered' in each section of cover.

If **we** do not state that something is covered, **you** should assume that it is not covered.

IMPORTANT TELEPHONE NUMBERS

Customer Sales and Service Helpline

0203 475 4682 or sales@outbackerinsurance.com

International Emergency Medical Assistance Service:

01473356451

Claims (except Gadget cover and Scheduled Airline Failure/End Supplier Failure):

03300945091

Gadget Cover Claims:

0330 041 2872 or outbacker@taurus.gi

End Supplier Failure Claims:

0345 266 1872 or Insolvency-claims@ipplondon.co.uk

INTRODUCTION

This is **your** travel insurance policy. It contains details of what is covered, what is not covered and the conditions for each **insured person** and is the basis on which all claims will be settled.

It is confirmed by the issue of the insurance validation certificate which should be read in conjunction with this policy wording.

In return for having accepted **your** premium **we** will provide insurance in accordance with the sections of **your** policy as referred to in **your** insurance validation certificate. The insurance validation certificate is part of the policy.

If **you** need to make any changes to the details contained in **your** insurance validation certificate, **you** should contact **us** as soon as possible. **We** will then advise if those changes can be made and whether any additional premium is required.

WORDS WITH SPECIAL MEANINGS

Throughout **your** policy wording, certain words are shown in bold type. These words have special meanings which are listed below. Section 5a Legal expenses and assistance and Section 6 Personal **accident** have unique 'Words with special meanings' which can be found at the beginning of the section.

Accident(s)/Accidental

A physical injury caused by sudden, unexpected, external and visible means including injury as result of unavoidable exposure to the elements.

Baggage

Any item(s) which belongs to **you** which are worn, used or carried by **you** during a **trip** (but excluding **valuables, gadgets, personal money and important documents**).

Natural Disaster

Means any of the following which results in **you** being unable to use **your** booked accommodation:

- » fire,
- » flood,
- » earthquake,
- » explosion,
- » volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche,
- » storm,
- » hurricane,
- » civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising,
- » an outbreak of food poisoning or an infectious disease.

Close relative

Your mother, father, sister, brother, fiancé (e), wife, husband, civil partner, domestic partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, step family, daughter-in-law, next of kin or guardian.

Cut short/Cutting short

Either:

- a) **you cutting short the trip** after **you** leave **your home** by direct early return to **your home**.
- b) **you** attending a hospital after **you** leave **your home** as an in-patient or being confined to **your** accommodation due to compulsory quarantine on the orders of a **medical practitioner**, in either case for more than 24 hours.

Claims are calculated on the number of nights of **your trip you** missed due to **your** early return or the number of nights which **you** were hospitalised, quarantined or confined to **your** accommodation.

Claims under part b), above, will only be paid for the ill/injured/quarantined/confined **insured person**, but where **we** or the Emergency Medical Assistance Service agree for another **insured person** (including any children travelling with them) to stay with **you, we** will also pay for that **insured person's** proportion only of any unused travel and accommodation costs and expenses they were unable to use during that time.

Excess

The amount **you** pay when **you** make a claim which is set out in the schedule of benefits.

Where a claim is made for the same incident only one **excess** will apply.

If **you** use a Reciprocal Health Arrangement or any other arrangement with another country to reduce **your** medical expenses, **you** won't have to pay an **excess**.

Gadget(s)

The item(s) owned by **you** and shown within the relevant proof of purchase. For the purpose of this policy cover this is an optional upgrade only. Cover will only apply if purchased and shown as operative on **your** insurance validation certificate.

Gadget Cover can be any one of the following items:

Mobile Phones, Smart Phones, Tablets, /MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker).

Home

Your home address listed on **your** insurance validation certificate.

Home area

Policy is available only for residents of the **UK** and therefore **your home area** means the **UK**

Important Documents

Passport, travel tickets, visas, travel permits, bio-metric card and driving licence.

Insurance Period

Cover is provided for the period of the **trip** (excluding **trips home**) and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the insurance validation certificate. Under these policies **you** will be covered under Section 1 - Cancelling or **cutting short a trip** from the time **you** pay the premium.

Cover for all other sections applies for the length of each **trip**. The **insurance period** is automatically extended if **your** return to **your home area** is unavoidably delayed due to an event covered by this policy.

Insured Person/You/Your

Each person travelling on a **trip** who is named on the insurance validation certificate.

Insurer

AXA Insurance **UK** plc.

Medical condition(s)

Any physical or mental disease and/or any illness or injury.

Medical practitioner

A registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to **you** or any person who **you** are travelling with.

Personal Money

Travellers' and other cheques, event and entertainment tickets and pre-paid vouchers.

Pre-existing medical condition(s)

Any physical or mental conditions for which **you**:

- » have received treatment (including surgery, tests, or investigations) as an outpatient in the last 12 months and/or
- » have been admitted to hospital as an inpatient in the last 5 years and/or
- » are currently taking prescribed medication.

Pregnancy Complication

- » pregnancy toxæmia,
- » gestational hypertension,
- » gestational diabetes,
- » pre-eclampsia,
- » ectopic pregnancy,
- » molar pregnancy,
- » post-partum haemorrhage,
- » retained placenta membrane,
- » placental abruption,
- » hyperemesis gravidarum,
- » placenta praevia,
- » stillbirths,
- » miscarriage,
- » termination for medical reasons,
- » any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) before the expected delivery date.

Pre-paid charges

Charges **you** have paid before **you** travel, or are contracted to pay for, including but not limited to the following: car hire, car parking, airport accommodation, excursions, airport lounge access, kennel and cattery fees. Ski school fees, lift passes and hired **ski equipment** will only be covered provided **you** have purchased the additional Winter Sports section.

Public Transport

Train, tram, bus, coach, ferry service or airline flight operating to a published timetable, and pre-booked taxis.

Redundant/Redundancy

Being made unemployed through the loss of permanent paid employment (except voluntary **redundancy**) and at the time of booking **your trip** or purchasing the policy **you**, or **your travelling companion** had no reason to suspect that **you** would be made **redundant**.

Ski equipment

Skis (including bindings), ski boots, ski poles and snowboards.

Terrorist Action

The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:

- a) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- b) the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments;
- c) the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

Travelling Companion

Any person with whom **you** are travelling/staying or have arranged to travel/stay with. This person does not have to be insured by **your** policy.

Trip(s)

The period of time spent away from **your home** for leisure travel. Cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the insurance validation certificate.

Cover is not provided during **trips home**.

Your policy automatically extends to provide cover if **you** are unable to return **home** by the end of the **insurance period** due to the death, injury or illness of **you** or a **public transport** delay which is covered under the policy.

Your policy is only valid where the **trip** starts and finishes in the **UK**.

Regardless of the area of travel **you** have chosen **you** will be covered under this policy for transits and/or stopovers provided **your** transit or stop-over does not last longer than 48 hours, even if the area is not included on **your** insurance validation certificate. Please note this does not apply if **you** are in transit or have a stopover in a country or area where, prior to **your trip** commencing, the Foreign and Commonwealth Office have advised against all (or all but essential) travel.

Trips home

This policy also entitles **you** to one return visit to **your home** before **your** intended return date (as specified on **your** insurance validation certificate) for up to a maximum duration of 14 days excluding any return for which a claim is being made as a result of Emergency Medical, Repatriation or **cutting short your trip**. Cover is suspended from the time **you** arrive at **your** departure point to **your home** and starts again when **you** exit the airport at **your** overseas destination following **your** return. During this period no cover is provided by the policy.

UK

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

Unattended

When **you** are not in full view of and not in a position to prevent unauthorised interference with **your baggage, valuables, important document** or **personal money** (including cash), property or vehicle

Valuables (Excludes Gadgets)

- » Jewellery
- » Watches (Excluding smart watches and fitness trackers),
- » Telescopes
- » Binoculars
- » Laptops
- » Cameras (Excluding **Gadget** cameras)

We/Us/Our

AXA Insurance **UK** plc., (Registered Office) 5 Old Broad Street, London EC2N 1AD. Registered in England No. 78950, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202312.

Except for cover provided under section 9 **Gadget** cover and section 7 End supplier failure.

Under sections 9 of this policy – means AmTrust Europe Limited. Registered in England No.1229676. Registered address: Market Square House, St James's Street, Nottingham NG1 6FG.

Under sections 7 of this policy – means certain underwriters at Lloyd's.

You/Your/Yourself

See the definition of **insured person**

ABOUT YOUR INSURANCE CONTRACT

Your policy is a legal contract between **you** and **us**.

The laws of the **UK** allow both parties to choose the law which will apply to this contract. However **your** policy will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

The Insurer

This policy is underwritten by AXA Insurance **UK** plc., (Registered Office) 5 Old Broad Street, London EC2N 1AD. Registered in England No. 78950, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202312. **You** can check this on the Financial Services Register by visiting www.fca.org.uk

Financial Services Compensation Scheme (FSCS)

AXA Insurance **UK** plc is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends upon the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS. Contact them at www.fscs.org.uk or call them on 0800 678 1100.

Our part of the insurance contract is as follows

We provide the cover set out in **your** policy wording.

Cancellation

We may cancel **your** policy by giving **you** at least 7 days' notice in writing. If **your** policy ends for any reason, **you** will not be entitled to a refund of any fees and/or premium paid for the cover provided under **your** policy including any additional fees and/or premiums **you** have paid.

We reserve the right to cancel the policy by providing 7 days' notice by registered post to **your** last known address on the following grounds:

- If **you** make a fraudulent claim
- If **you** are or have been engaged in criminal or unlawful activities
- If any policy in **your** name is added to the Insurance Fraud Register
- If **you** use threatening or abusive behaviour or language towards **our** staff or suppliers.

In each case no refund of premium will be made.

Duration

This is a single **trip** policy – Please refer to **your** insurance validation certificate for **your** selected cover.

Non-payment of premiums

Where **we** have been unable to collect a premium payment **we** will contact **you** in writing to request payment within 7 days. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and give **you** a further 7 days to pay the outstanding amount. If payment is not received by that date **we** will cancel the policy with immediate effect and notify **you** in writing.

Cancellation period

You are free to cancel this policy at any time. If **you** wish to cancel within 14 days of the policy start date or the receipt of the policy documents whichever is the later, **you** may do so by contacting **us** on 02034754682 or writing to **us** for a full refund providing **you** have not travelled and no claim has been made. If **you** cancel after the first 14 days of receipt of the documents, no premium refund will be made.

Conditions which apply to your policy

These are some of the conditions **you** must keep to as **your** part of the contract. The others are shown in the 'Exclusions and conditions' section. If **you** do not keep to these conditions, **we** may decline **your** claim.

You must prevent loss, theft or damage

All persons covered by **your** policy must take reasonable steps to prevent loss, theft or damage to everything covered under **your** policy.

Failure to take reasonable steps to prevent loss, theft or damage will result in a deduction from any claim payment, or may result in **your** claim being declined in full.

Reciprocal Health Agreements EU, EEA or Switzerland

If **you** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **you** are strongly advised to obtain a European Health Insurance Card (EHIC). **You** can apply for an EHIC either online at www.ehic.org.uk or by telephoning 0300 3301350. This will entitle **you** to benefit from the health care arrangements which exist between countries within the EU/EEA or Switzerland.

If **we** agree to pay for a medical expense which has been reduced because **you** have used either a European Health Insurance Card or private health insurance, **we** will not deduct the **excess** under Section 2 - Medical emergency and repatriation expenses.

Australia

If **you** require medical treatment in Australia **you** must enrol with a local MEDICARE office. **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. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **your** local Post Office. Alternatively please call the Emergency Assistance Service for guidance. If **you** are admitted to hospital contact must be made with the Emergency Assistance Service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

New Zealand

UK citizens on a short term visit to New Zealand are eligible for treatment (medical, hospital and related) on the same basis as citizens of New Zealand. If the treatment relates to an existing **medical condition** or a new condition arises, then a **medical practitioner** must agree in each case that prompt treatment is needed before **your trip** ends, if treatment is to be provided under the reciprocal agreement. **You** will also need to show **your UK** passport. **You** will however have to pay the same charges as New Zealanders for treatment at a doctor's surgery or for prescribed medication.

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

Important conditions relating to health.

You must comply with the following conditions to have the full protection of **your** policy.

This policy does not cover **pre-existing medical conditions**.

It is a condition of this policy that **you** will not be covered under Section 1 – Cancelling or **cutting short a trip**, Section 2 – Medical emergency and repatriation expenses and Section 6 - Personal **accident**.

for any claims arising directly or indirectly from at the time of taking out this insurance:

- i. Any **pre-existing medical condition(s)** that **you** have
- ii. Any **medical condition(s)** **you** have been referred for investigations for at a hospital, clinic or nursing **home** but which **you** have not yet had a diagnosis

for any claims arising directly or indirectly at any time:

- i. Any **medical condition** or **pregnancy complication you** have in respect of which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought his/her advice), but despite which **you** still travel
- ii. Any surgery, treatment or investigations for which **you** intend to travel outside of **your home area** to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures)
- iii. Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**
- iv. **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

If **your** health changes (requiring **you** to seek medical assessment or treatment by a **medical practitioner** at a surgery, clinic or hospital) after the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued, **you** must contact **us** to make sure **your** cover is not affected.

You should also refer to the General exclusions applicable to all sections.

SPORTS AND OTHER ACTIVITIES

COVERED AS STANDARD WITHOUT CHARGE

The following lists detail the sports and activities that this policy will cover without charge when **you** are participating on a recreational and non-professional basis during any **trip**. Any involvement in these sports and/or activities is subject to **you** following local laws and regulations and the use of recommended safety equipment.

There is no cover under section 5 Legal and Liability for those sports or activities marked with an *

Working abroad

Please check the list below to ensure any work **you** are participating in is listed. Please note that there is no Personal liability cover while working. **We** exclude work involving the lifting or carrying of heavy items in excess of 25Kg, work at a higher level than two storeys or any form of work underground.

If **you** are participating in any other sports or activities not mentioned, please telephone **our** customer helpline on 0203 475 4682 as **we** may be able to offer cover for an additional premium. Details of those sports and activities which **you** have purchased cover for will be added to **your** insurance validation certificate.

Aerobics	Air Boarding
Angling	Archery
Badminton	Banana Boating
Bar work (Licensed premises only no heavy lifting)	Baseball
Basketball	Beach Games
Biathlon	Board Sailing
Body Boarding	Boogie Boarding
Bowling Bowls	Breathing observation bubble (30m)
Sydney harbour bridge (walking across clipped onto safety line)	Bungee Jumping Must be adequately supervised and full safety equipment used - Maximum of 3 jumps in any one trip
Canoeing (Grade 1 rivers)	Canopy Walking on fixed structure walkways
Catamaran sailing*	Clay Pigeon Shooting*
Clerical and office work	Cookery courses
Cricket Cover provided if part of a non-professional tournament or competition	Croquet
Cross Country Running	Cycling
Darts	Dinghy sailing*
Dog Sledding	Dragon Boating*
Elephant Trekking* Must be with official organisers	Fell Walking
Fruit picking (Excluding heavy items in excess of 25 KG and no cover for the use of power tools or farm machinery)	Fishing
Golf Cover provided if part of a non-professional tournament or competition	Gorilla Trekking Must be with official organisers
Handball	Hiking, Walking, Rambling, Hill walking and Trekking (below 4,000 meters)

Hot Air Ballooning Organised pleasure rides as a fare paying passenger only	Husky Sledge Ride Organised and non-competitive with an experienced local driver. Insured can drive themselves if supervised by an experienced local driver
Inline Skating	Jet Boating*
Jet Skiing*	Jogging
Kayaking (Grade 1 rivers)	Korfball
Motorcycling* General Exclusions Apply, see page 10 of the wording.	Mountain biking* (no racing, competition's or extreme downhill mountain biking - e.g. a very steep course which was specifically designed to be used by professional cyclists only). All protective clothing (e.g. helmet) must be worn. Height restriction of 2,500 Metres above sea level.
Netball	Paintballing* Must wear eye protection
Parasailing	Parascending (over water)
Pistol Shooting* - Target shooting within a controlled environment or club only	Pony Trekking
Pool Rafting	Rackets
Racquetball	Rambling
Refereeing Must be on an amateur basis	Retail work (Excluding lifting or carrying items that exceed 25 KG)
Reverse Bungee Jumping Must be adequately supervised and full safety equipment used - Maximum of 3 jumps in any one trip	Rifle Shooting* - Target shooting within a controlled environment or club only
Ringos/Doughnuts	Roller blading
Roller skating	Rounders
Rowing	Running (not long distance)
Safari No guns. Must be organised by a bona fide tour operator	Safari Trekking in a vehicle No guns. Must be organised by a bona fide tour operator
Safari Trekking on foot No guns. Must be organised by a bona fide tour operator	Sail Boarding*
Sailing* Within a 12 mile limit of the coastline	Scuba Diving to 18 metres if qualified or with an instructor
Skateboarding	Snooker
Snorkelling	Softball
Squash	Street Dancing
Surfing* Cover provided if part of a non-professional competition	Swimming
Swimming with Dolphins Must be with official organisers	Swimming with Stingrays Must be with official organisers
Sydney Harbour Bridge Walk Must be supervised and full safety equipment used.	Table Tennis
Ten Pin Bowling	Tennis
Trampolineing	Tree-top Walking on fixed structure walkways
Trekking up to 4000m (above sea level)	Tug of War
Ultimate Frisbee	Volleyball
Wake Boarding*	Walking Hill (up to 4,000 meters)
War Games* Must wear eye protection.	Water Polo

Water Skiing* No competitions.	Windsurfing* No competitions.
Yachting* Within a 12 mile limit of the coastline	Yoga
Zip Lining Must be adequately supervised and full safety equipment used	

ADDITIONAL SPORTS AND ACTIVITIES

Sports and activities that can be covered if the additional premium has been paid and shown as purchased in **your** insurance validation certificate.

There is no cover under section 5 Legal and Liability for those sports or activities marked with an *

CATEGORY B

Abseiling	Amateur Athletics
Assault Courses	Bamboo Rafting
Battle re-enactment Professionally organised and without live ammunition	Body Flying/Wind tunnel flying
Camel Riding*	Canoeing (Grade 2 or 3 Rivers)
Canopy Walking with ropes	Cave Tubing
Climbing Indoor	Cycle Touring
Deep Sea Fishing	Dry Slope Boarding
Dry Slope Skiing	Dune/Wadi Bashing
Equestrian Events	Fell Running
Fencing	Fives Football/Soccer Not part of a professional tournament
Gaelic Football	Go Karting*
Gymnastics	Hiking , Walking , rambling , Hill walking and Trekking (4,000 -5,000 meters)
Hockey	Horse Grooms
Horse Riding (not polo/jumping/ hunting)	Hurling
Hydro Speeding	Iron Man (amateur) 3 event version only (swimming,cycling and running)
Judo	Karate
Kayaking (Grade 2 or 3 Rivers)	Kendo
Kite Buggyng*	Kite Surfing land/water*
Lacrosse	Lifeguards (non beach) Cover for swimming pools, leisure only
Marathon Running	Martial Arts
Modern Pentathlon	Mountain Boarding
Mud Buggyng*	Orienteering (Walking only without the use of mechnaised vehicles)
Parascending over land	River Tubing
Rock Scrambling Must be organised and take adequate safety precautions	Roller Hockey
Safari with guns	Sand Boarding

Sand Dune Surfing/Skiing	Scrambling
Scuba Diving (30 metres) Must be qualified/with an instructor	Sea Canoeing
Sea Kayaking	Shark Diving In a Cage
Shinty	Sky Jump from Auckland Sky Tower Must be adequately supervised
Soccer	Street Hockey Must wear helmet and pads
Summer Tobogganing	Tandem Skydive (Supervised)
Tae Kwon Do	Tall Ship Sailing
Touch Football	Touch Rugby
Trekking (4,000-5,000 meters)	Triathlon If non-professional tournament or competition
White Water Canoeing (Grade 1 to 3)	White Water Rafting (Grade 1 to 3)
Zorbing	

CATEGORY C

Medical excess increased to £250 if a medical claim is made as a result of participating in any of the below listed category C activities

Alpine Mountain Biking (no racing, competition's or extreme downhill mountain biking - e.g. a very steep course which was specifically designed to be used by professional cyclists only). All protective clothing (e.g. helmet) must be worn. Height restriction of 4,000 Metres above sea level	American Football
Black Water Rafting	BMX riding - stunt/obstacle No racing, competition's All protective clothing to be worn. Height restriction of 4,000 Metres above sea level
Canoeing (Grade 4 and 5)	Cascading
Caving/Pot Holing	Gorge Scrambling/Walking Must be supervised and safety equipment worn
Hang Gliding	Harness Racing
Kayaking (Grade 4 and 5)	Kloofing
Ostrich Riding Must be with official organisers	Paragliding
Pot Holing	Rap Jumping Must be with official organisers
River Buggyng	Rock Climbing Must be organised and take adequate safety precautions
Rugby League	Rugby Sevens
Rugby Union	Sky Diving
Via Ferrata	Water Ski Jumping No competitions

IMPORTANT CONDITIONS RELATING TO YOUR POLICY

- » **Your** policy automatically extends to provide cover if **you** are unable to return **home** by the end of the **insurance period** due to the death, injury or illness of **you** or a **public transport** delay which is covered under the policy.
- » **Your** policy only covers **you** if **you** are a permanent resident in the **UK** and registered with a **UK** GP.
- » Claims will only be considered if the cause of the claim falls within the **insurance period**.

Policy information

If **you** would like more information or if **you** feel the insurance may not meet **your** needs, telephone **our** customer helpline on 02034754682.

MAKING A CLAIM

If **you** are abroad and need urgent assistance please contact the Emergency Medical Assistance Service on +44 (0)1473 356 451

How to make a claim for any of the following:

For all claims follow these steps:

1. Find the relevant section listed below and ensure that **you** have all the claims evidence **we** require.
2. Telephone the relevant helpline listed in the 'Important telephone numbers' section as soon as reasonably possible with **your** policy number. Please remember to keep copies of all correspondence **you** send to **us** for **your** future reference.

In all claims, **you** must provide details of any household, travel or other insurance under which **you** could also claim.

Claims evidence

Claims evidence will be at **your** own expense.

Section 1 - Cancelling or cutting short a trip

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- » Tour Operator's booking invoice or other evidence of **your trip**.
- » Tour Operator's cancellation invoice or unused flight tickets.
- » Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- » Confirmation from a **medical practitioner** that **you** or **your travelling companions** are not fit to travel.
- » Confirmation from the Clerk of the Courts office that **you** are required for Jury Service or as a witness in a court of law.
- » Confirmation from **your** employer/**your** partner's employer/**your travelling companions'** employer of **redundancy** and period of employment or leave cancelled.
- » A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- » Confirmation of the delay to **public transport** from the company involved.
- » Original Police report including crime reference number or incident report, obtained within 24 hours of the incident or as soon as possible after that.
- » Confirmation from a relevant authority that **you** have been instructed to stay at/return **home**.
- » A copy of a death certificate, where appropriate.

Section 2 - Medical emergency and repatriation expenses

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- » Tour Operator's booking invoice or other evidence of **your trip**.
- » Receipts or bills for all in-patient/outpatient treatment or emergency dental treatment received.
- » Receipts or bills for taxi fares to or from hospital claimed for, stating

- details of the date, name and location of the hospital concerned.
- » Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and (if travelling in Europe) a copy of **your** European Health Insurance Card (EHIC).
- » Receipts or bills or proof of purchase for any other transport, accommodation or other costs, charges or expenses claimed for, including calls to the Emergency Medical Assistance Service.
- » In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- » Information and medical history from **your** GP (if this is requested **you** may need to sign a release form with **your** surgery to obtain this).
- » Details of any travel, private medical or other insurance under which **you** could also claim.

Section 3 - Disruption or delay to travel plans

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- » Tour Operator's booking invoice or other evidence of **your trip**.
- » Tour Operator's cancellation invoice or unused flight tickets.
- » Confirmation from the carrier of the reason and duration of **your** delay.
- » Confirmation from a garage/motoring organisation that breakdown assistance was provided.
- » Evidence of service history and/or MOT history for **your** vehicle.
- » Confirmation of the delay to **public transport** from the company involved.
- » Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.

Section 4 - Personal belongings and money

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- » Courier's report/Property Irregularity Report (PIR) from the carrier (this must be obtained as soon as **you** are aware of an incident).
- » A Police report including crime reference number or incident report, from the local Police in the country where the incident occurred for all loss, theft or attempted theft
- » Proof of purchase (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/debit card statements etc).
- » Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate.
- » Household Contents policy details.
- » All travel tickets and tags for submission.
- » A letter from the carrier confirming the number of hours **your** personal **baggage** was delayed for.

Section 5 - Legal and liability

Section 5a - Legal expenses and assistance

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- » Tour Operator's booking invoice or other evidence of **your trip**.
- » Relevant documentation and evidence to support **your** claim, including photographic evidence.
- » Details of any travel or other insurance under which **you** could also claim.

To make a claim for Legal Expenses please call 0238 0857423

Section 5b - Personal liability

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- » Tour Operator's booking invoice or other evidence of **your trip**.
- » Any claim form, summons, or other legal document (as soon as **you** receive them).
- » Any reasonable information or help **we** need to deal with the case and **your** claim.

Section 6 – Personal accident

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- » Tour Operator's booking invoice or other evidence of **your trip**.
- » Detailed medical report from **your** consultant.
- » Confirmation of executor or administrator of the estate.
- » A copy of a death certificate, where appropriate.

Section 7 – End Supplier Failure

International Passenger Protection claims only - Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting **your** policy number, travel insurance policy name and reference ESFI-V1.19 (for ESF claims):

IPP Claims at Cunningham Lindsey
Oakleigh House
14-15 Park Place
Cardiff CE10 3DQ
Phone: 0345 266 1872
Email: Insolvency-claims@ipplondon.co.uk
Website: www.ipplondon.co.uk/claims.asp

Section 8- Winter Sports

(This section is available as an upgrade, if you have purchased this upgrade this will be shown in your insurance validation certificate)

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- » A Police report from the local Police in the country where the incident occurred for all loss, theft or Attempted theft.
- » A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody
- » A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- » Keep all travel tickets and tags for submission.
- » Proof of ownership such as an original receipt, valuation or bank or credit card statements. for items Lost, stolen or damaged.
- » Repair report where applicable.

Section 9 – Gadget

(This section is available as an upgrade, if you have purchased this upgrade this will be shown in your insurance validation certificate)

For all claims (including malicious damage, theft and loss):
Contact Taurus on 0330 041 2872 (local rate call) or outbacker@taurus.gi as soon as reasonably possible of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, as soon as reasonably possible.

Complete the claim form in accordance with their instructions, and in any event within 30 days of notifying the claim together with any requested supporting documentation including but not limited to:

- » Police Crime Reference Number (if applicable)
- » Proof of Blacklist of IMEI (if applicable)
- » Proof of reported theft or loss (if applicable)
- » Proof of violent and forcible entry (if applicable)
- » Proof of travel dates and booking confirmation.
- » Any other requested documentation.

Taurus will assess **your** claim, and as long as **your** claim is valid, will authorise the repair or replacement of the **gadget** as appropriate.

Please note: If **we** replace **your gadget** the damaged or lost **gadget** becomes ours. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

SCHEDULE OF BENEFITS

The table below shows the maximum benefits **you** can claim for each **insured person** (unless otherwise stated).

Some sections are optional and these are marked *

Your Insurance validation Certificate will show if **you** selected any of these options.

Section	Silver	Gold	Platinum			
Excess	£150 per person	£50 per person	£0 per person			
Section 1 Cancellation or cutting short your trip						
Cancellation or cutting short your trip	£1,500	£1,500	£2,500			
Section 2 Emergency medical and repatriation expenses						
Medical Emergency and Repatriation Expenses	£5,000,000	£5,000,000	£10,000,000			
Emergency Dental	£250	£250	£350			
Hospital benefit per day (total) †	£20 (£200)	£20 (£200)	£25 (£450)			
Section 3 Disruption or delay to travel plans						
Missed Departure	£500	£500	£500			
Travel Delay per day (total) †	£20 (£200)	£20 (£200)	£25 (£200)			
Travel Disruption	£500	£500	£500			
Section 4 Personal belongings and money						
Baggage	£1,000	£1,000	£1,500			
Single article limit	£150	£150	£150			
Valuables (This will be deducted from your baggage limit)	£150	£150	£150			
Personal money	£400	£400	£400			
Cash	£400	£400	£400			
Loss of passport and Travel documents	£250	£350	£350			
Section 5 Legal and liability						
Legal expenses and assistance (the maximum we will pay is double this amount if the policy covers two or more people) †	£10,000	£10,000	£10,000			
Personal Liability †	£2,000,000	£2,000,000	£2,000,000			
Section 6 Personal accident						
Permanent total disablement or loss of limb /eye	£10,000	£10,000	£10,000			
Death	£10,000	£10,000	£15,000			
Section 7 End Supplier Failure						
End supplier failure	£2,500	£2,500	£2,500			
Optional sections available for an additional premium						
Section 8 Winter Sports (This section is optional, if you have purchased this cover it will be shown on your Insurance validation Certificate)						
Loss theft or damage to Ski equipment (owned and hired)	£500	£500	£500			
Ski equipment Single item limit	£300	£300	£300			
Hire of Ski equipment after 24 hour delay (no excess for this benefit) †	£30 (£300)	£30 (£300)	£30 (£300)			
Section 9 Gadget cover extension (This section is optional, if you have purchased this cover it will be shown on your Insurance validation Certificate)						
	Excess	Premium Excess	Excess	Premium Excess	Excess	Premium Excess
Option 1 - Single Item Limit	£1,000 £500	£50 £0	£0	£1,000 £500	£50 £0	£0
Option 2 - Single Item Limit	£2,000 £750	£50 £0	£0	£2,000 £750	£50 £0	£0
Option 3 - Single Item Limit	£3,000 £1,000	£50 £0	£0	£3,000 £1,000	£50 £0	£0
Unauthorised Usage	£1,000	£0	£0	£1,000	£0	£0

† No excess is applicable for sections marked

General conditions applying to your policy

1. **We** may cancel **your** policy at any time by giving **you** 7 days' notice in writing to **your** last known address.
2. **We** may not pay **your** claim if **you** do not:

Take all possible care to safeguard against **accident**, injury, loss, damage or theft.

 - » Give **us** full details of any incident which may result in a claim under **your** policy as soon as is reasonably possible.
 - » Pass on to **us** every claim form, summons, legal process, legal document or other communication in connection with the claim.
 - » Provide all information and assistance that **we** may reasonably require at **your** expense (including, where necessary, medical certification and details of **your** household insurance).
3. **You** must not admit liability for any event, or offer to make any payment, without **our** prior written consent.
4. The terms of **your** policy can only be changed if **we** agree. **We** may require **you** to pay an additional premium before making a change to **your** policy.
5. **You** must start each **trip** from **your home** or place of business in the **UK** and return to **your home** or place of business in the **UK** at the end of each **trip**.
6. **You** agree that **we** can
 - » Make **your** policy void where any claim is proven to be fraudulent.
 - » Share information with other **insurers** to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **you** supply on a claim, together with information **you** have supplied at inception of **your** policy and other information relating to a claim, may be provided to the register participants.
 - » Pass **your** details to recognised centralised insurance industry applications and claims review systems (for example the Travel Claims Database) where **your** details may be checked and updated.
 - » Take over and act in **your** name in the defence or settlement of any claim made under **your** policy.
 - » Take over proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under **your** policy.
 - » Obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **your** prior approval.
7. **We** will not pay **you** more than the amounts shown in the policy limits and excesses section, these are subject to per person and per **trip** limits.
8. **You** agree that **we** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **us** details of such other insurance.
9. **We** will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **us** to:
 - » Any sanctions, prohibitions or restrictions under United Nations resolutions; or
 - » The trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America

Your policy does not cover **you** for any claim directly or indirectly resulting from any of the following:

1. **Pre-existing medical conditions** as described in **Pre-existing medical conditions** section
2. Any claims where **you** were not fit to undertake **your trip** when booking **your trip** or purchasing **your** policy whichever is the later.
3. **Your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**.
4. **Your** inability to travel due to **your** failure to hold, obtain or produce a valid passport or any required visa in time for the booked **trip**.
5. Events which are caused by any of the following which were already taking place at the beginning of any **trip** or prior to purchasing **your** policy or booking **your trip** (whichever is later)
 - » war,
 - » civil war,
 - » warlike operations (whether war be declared or not),
 - » civil commotion and/or civil unrest assuming the proportions of or amounting to an uprising, military or usurped power
 - » revolution,
 - » invasion
 - » acts of foreign enemies,
 - » hostilities or
 - » rebellion,
 - » **terrorist action**,
 - » insurrection,
 - » Nuclear, chemical or biological attack.
6. **Your** travel to a country, specific area or event when the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or regulatory authority in a country to/from which **you** are travelling has advised against all travel (Cover will be excluded under all sections other than claims arising from new FCO advice resulting in **you** not being able to travel or **cutting short the trip** before completion, as provided for under Section 1 - Cancellation or **cutting short a trip**). For example if **you** book a **trip** to an area the FCO has advised against all travel and that advice was in place when **you** booked and **you** have to claim, no cover will be in place.
7. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
8. Engaging in sports, Winter sports or activities which are not covered on **your** policy, there are many sports and activities which are covered as standard under the policy, please refer the Sports and Activities Section.
9. **Your** wilfully self-inflicted injury or illness, suicide or attempted suicide.
10. **You** are not covered for any claim arising directly or indirectly from:
 - » **Your** consumption of alcohol, drugs and/or solvents impairing **your** physical ability and/or judgement.
 - » **You** abusing alcohol, drugs and/or solvents.
 - » **You** suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence and/or withdrawal.
11. **You** putting **yourself** at needless risk (except in an attempt to save human life).
12. **Your** own unlawful action or any criminal proceedings against **you**.
13. **Your** work involving manual work, electrical and construction work or use of power tools or machinery unless **you** have contacted **us** and **we** have agreed otherwise.
14. Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance, this includes any claim for loss of enjoyment for any **trip**. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim, loss of earnings

following injury, illness or disease or not being able to enjoy the **trip** due to poor weather.

15. Any amount recoverable from any other source.

16. **You** gaining access to controlled or restricted areas and/or the unauthorised use of swimming pools outside of the specified opening times. When travelling **you** must adhere to the guidelines issued for controlled areas, swimming pools etc.

17. **You** climbing on or jumping from a vehicle, building, bridge, scaffolding, balcony or climbing or moving from any part of any building to another (apart from stairs, ramps or walkways) and falling, regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.

18. Any claim where **you** are not wearing a helmet whilst on a motorcycle, moped, scooter, Segway or bicycle.

19. Any claim where **you** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.

20. Any person not insured or named on this policy. This policy is not intended to cover any costs which relate to anybody not insured on this policy; with this in mind please ensure that all persons travelling have sufficient insurance to cover their needs. This applies even where **you** have paid for the additional costs for example, if **you** have paid for another persons travel or accommodation costs. The only exception to this is if cover is agreed for someone to remain with **you** in the event of an illness or injury and the Medical Assistance team agree for another person to remain with **you**.

21. **We** will not pay any claim **you** have for any **trip** where a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought their advice), but despite which **you** still travel.

22. Any claim which happens within the **UK** or on the journey back to the **UK** during a **trip home**.

SECTION 1- CANCELLING OR CUTTING SHORT A TRIP

Introduction

The purpose of this section is to help **you** if **you** need to cancel or **cut short your trip** as a result of one of the reasons listed below under the heading of 'What is covered'. However, under certain circumstances, **your** tour operator or transport provider may be responsible for refunding **your** costs. If the loss **you** have suffered is covered by **your** tour operator or transport provider **we** will not provide cover for it under this policy. **You** may also be covered by **your** credit/debit card provider under the Consumer Credit Act if the services **you've** paid are not provided as agreed e.g. if company becomes insolvent.

For further information on the cover provided by **your** tour operator, **your** airline or **your** credit card provider please contact them directly.

European Union (EU) Regulation

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly and **you** may be entitled to compensation from **your** airline in the event of one of the following:

1. Denied Boarding - Have **you** been denied boarding because the airline did not have enough seats on the flight?
2. Cancelled Flight - Has **your** flight been cancelled?
3. Long Delays - Has **your** flight been delayed for three hours or more?
4. **Baggage** - Has **your** checked-in **baggage** been damaged, delayed or lost?
5. Injury and Death by **Accident(s)** - Have **you** been injured during **your** flight?
6. Package Holidays - Did **you** get what **you** booked?

For full details of **your** entitlements, visit <http://ec.europa.eu/transport/themes/passengers/air/>

What is covered

We will pay **you** up to the amount shown in the schedule of benefits for **your** proportion only of **your** irrecoverable unused travel and accommodation costs and other **pre-paid charges** if **you** need to cancel or **cut short your trip** following any of the reasons which are shown in the

table below.

If **you** need to cancel or **cut short your trip**, any **pre-paid charge** relating to Winter Sports will only be covered if **you** have paid the premium for the additional cover.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must get the prior approval of the Emergency Medical Assistance Service to confirm it is necessary to return **home** prior to having to **cut short your trip** due to **your** illness or injury.
2. If **you** fail to notify the travel agent, tour operator or 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 otherwise applied.

What is not covered

1. The **excess**.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Circumstances known to **you** before **you** purchase **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancelling or **cutting short** the **trip**.
4. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip**. In addition, if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.
5. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.

APPLICABLE TO SILVER, GOLD AND PLATINUM		
	Cover for cancelling a trip	Cover for having to cut short your trip
The death, injury due to an accident , illness, disease, or pregnancy complication of you , your travel companion, your close relative or your colleague	✓	✓
You or your travel companion being called as a witness at a Court of Law, for jury service or the Police or other authorities requesting you to stay at or return home	✓	✓
Redundancy of you or your travel companion	✓	✓
You or your travel companion have leave withdrawn and are a member of the Armed Forces (including reserves and territorial), Emergency Services, medical or nursing professions (in the public sector) or Senior employees of the Government	✓	✓
The Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or other regulatory authority in a country in which you are travelling advising against all travel or all but essential travel to the area you are travelling to/in	X	✓
No suitable alternative public transport is provided within 24 hours of the scheduled time of departure following delay or cancellation of your public transport	✓	X
Insolvency of the accommodation providers or their booking agents or Natural disaster	✓	✓

6. **Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section.

7. Any claims for **redundancy** that are voluntary, including compromise agreement or resignation. **We** will also not cover misconduct or dismissal.

8. Costs paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.

9. Any property maintenance costs or fees incurred by **you** as part of **your** involvement of a Timeshare or Holiday Property Bond scheme.

10. Any unused or additional costs incurred by **you** which are recoverable from:

- a. The providers of the accommodation, their booking agents, travel agent or compensation scheme.
- b. The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
- c. **Your** credit or debit card provider or Paypal.

11. Denied boarding due to **your** anti-social behaviour, drug use, alcohol or solvent abuse or **your** inability to provide valid **important documents** or other documentation required by the **Public transport** operator or their handling agents.

12. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred because of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

13. Anything mentioned in General exclusions applying to **your** policy Section which are applicable to all sections of the policy.

SECTION 2- MEDICAL EMERGENCY AND REPATRIATION EXPENSES

Introduction

The purpose of this section is to help **you** if **you** require unforeseen emergency medical treatment whilst on a **trip**. Under certain circumstances, **you** may be covered by a Reciprocal Health Agreement, **you** can find out more about these under the Reciprocal Health Agreement Section.

What is covered

We will pay **you** up to the amounts shown in the schedule of benefits for the following expenses which are necessarily incurred during a **trip** due to **you** suffering unforeseen injury due to an **accident**, illness, disease and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of **your home area**.
2. Emergency dental treatment incurred outside of **your home area** for the immediate relief of pain only up to amounts shown in the schedule of benefits.
3. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem of which **you** are able to provide evidence.
4. The cost of taxi fares for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for **you**.
5. If **you** die outside **your home area** the cost of funeral expenses abroad plus the cost of returning **your** ashes or **your** body to **your home**.
6. Additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay beyond **your** scheduled return date. This includes, with the prior authorisation of the Emergency Medical Assistance Service, reasonable additional transport and/or accommodation expenses for a **travelling**

companion, friend or **close relative** to stay with **you** or travel to **you** from the **UK** or escort **you home**. Also additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.

7. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Medical Assistance Service agree otherwise. If the Emergency Medical Assistance Service confirm an alternative method of travel is required this will only apply for the ill or injured **insured person**.

8. **We** will pay **you** up to the amount shown in the schedule of benefits for every complete 24 hour period **you** are in hospital or confined to **your** accommodation on the advice of a **medical practitioner**. An overall maximum limit applies.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an **accident**, illness or disease which requires **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. If **you** suffer injury due to an **accident**, illness or disease **we** reserve the right to move **you** from one hospital to another and/or arrange for **your** repatriation to the **UK** at any time during the **trip**. **We** will do this, if in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and/or travel safely to **your home area** or a suitable hospital nearby to continue treatment.

3. This is not a private medical insurance policy. The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until **your** return to **your home area**. **Our** decisions regarding the treatment or surgery that **we** will pay for (including repatriation to **your home area**) will be based on this.

If **you** do not accept **our** decisions and do not want to be repatriated, then **we** will not provide any cover under the following sections:

- » Section 1 - Cancelling or **cutting short** a **trip**
- » Section 2 - Medical emergency and repatriation expenses
- » Section 6 - Personal **accident**

We will then refuse to deal with claims from **you** for any further treatment and/or **your** repatriation to **your home area**. Cover for **you** under all other sections will continue for the remainder of **your trip**.

What is not covered

1. The **excess**.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Any claim caused by participating in a sport or activity where the policy doesn't cover the sport or activity which **you** are taking part in.
4. Any claim caused by participating in a Winter Sports activity unless **you** have purchased the upgrade and it is shown as purchased in insurance validation certificate .
5. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred because of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
6. **Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section.
7. The cost of **your** unused original tickets where **you** or **we** have paid for

you to come **home** following **cutting short your trip** or had to extend **your trip**. In addition, if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.
8. Any claims arising directly or indirectly from:

a) The cost of treatment or surgery, including exploratory tests, which are not related to the injury due to an **accident** or illness which necessitated **your** admittance into hospital.

b) Any expenses which are not usual, reasonable or customary to treat **your** injury due to an **accident**, illness or disease.

c) Any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.

d) Expenses incurred in obtaining, replenishing or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued whilst on **your trip**.

Where possible and with the agreement of **your medical practitioner**, **you** should always travel with plenty of extra medication in case of travel delays.

e) Additional costs arising from single or private room accommodation.

f) Treatment or services provided by a health spa, convalescent, physiotherapist or nursing **home** or any rehabilitation centre unless agreed by the Emergency Medical Assistance Service.

g) Any costs incurred by **you** to visit another person in hospital or costs incurred by others to visit **you** in hospital.

h) Any expenses incurred after **you** have returned to **your home area**.

i) Any expenses incurred in the **UK**.

j) Expenses incurred because of a tropical disease where **you** have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.

k) Any expenses incurred after the date on which **we** attempt to move **you** from one hospital to another and/or arrange for **your** repatriation but **you** decide not to be moved or repatriated.

9. Anything mentioned in General exclusions applying to **your** policy Section which are applicable to all sections of the policy.

You should also refer to the **Pre-existing medical conditions** section.

SECTION 3 - DISRUPTION OR DELAY TO TRAVEL PLANS

Introduction

The purpose of this section is to help **you** if **you** experience certain disruptions to **your** travel plans and **you** are left out of pocket. However, under certain circumstances, **your** tour operator or transport provider may be responsible for providing assistance and compensation. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider **we** will not provide the same cover under this policy.

European Union (EU) Regulation

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly and **you** may be entitled to compensation from **your** airline in the event of one of the following:

1. Denied Boarding - Have **you** been denied boarding because the airline did not have enough seats on the flight?
2. Cancelled Flight - Has **your** flight been cancelled?
3. Long Delays - Has **your** flight been delayed for three hours or more?

4. **Baggage** - Has **your** checked-in **baggage** been damaged, delayed or lost?

5. Injury and Death by **Accident(s)** - Have **you** been injured during **your** flight?

6. Package Holidays - Did **you** get what **you** booked?

For full details of **your** entitlements, visit <http://ec.europa.eu/transport/themes/passengers/air/>

What is covered

Missed Departure

If **you** fail to arrive at the departure point, including any onward connecting flights, in time to board the **public transport** on which **you** are booked to travel due to:

- a) the failure of other **public transport** or
- b) an **accident** to or breakdown of the vehicle in which **you** are travelling or
- c) an **accident**, breakdown or an unexpected traffic incident happening which causes an unexpected delay or
- d) adverse weather conditions or,
- e) strike or industrial action.

Then **we** will pay **you** up to the amounts shown in the schedule of benefits for reasonable additional accommodation (room only) and **public transport** costs (economy only) so that **you** may continue **your trip**.

Travel Delay

If **you** arrive later than planned at **your** destination due to a delay of **public transport** **we** will pay **you** up to the amounts shown in the schedule of benefits for each full 12 hours delay **you** suffer up to the maximum (to help **you** pay for telephone calls, meals and refreshments purchased during the delay).

Travel Disruption

We will pay **you** up to the amount shown in the schedule of benefits for **your** reasonable additional accommodation and **public transport** travel expenses (up to the standard of **your** original booking) so that **you** may continue **your trip** If **your trip** is disrupted due to:

- a) **Natural disaster**; or
- b) The **public transport** on which **you** were booked to travel being cancelled or delayed for at least 24 hours, diverted or redirected after take-off; or
- c) **You** are involuntarily denied boarding and no suitable alternative is offered within 24 hours.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must seek financial compensation, assistance or a refund of **your** costs from **your** travel provider and invoke **your** rights under EU Air Passenger Rights legislation in the event of cancellation or delay of flights if applicable.
2. **You** must allow enough time to arrive at the departure point and check in for **your** outward or return journey

What is not covered

1. The **excess**.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
4. Any strike or adverse weather that was publicly announced prior to **you** purchasing **your** policy or within 7 days of booking any **trip**. An example of publicly announced adverse weather would be the point

which an impending weather event is officially named by the Met Office, Environment Agency or any similar body.

5. Any unused or additional costs incurred by **you** which are recoverable from:

- a. The providers of the accommodation, their booking agents, travel agent or compensation scheme.
- b. The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
- c. **Your** credit or debit card provider or Paypal.

6. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements within 24 hours of the scheduled time of departure.

7. Claims arising from:

- a. Breakdown of any vehicle owned by **you** which has not been maintained in accordance with manufacturer's instructions or in the event of an **accident** or breakdown when repairers report is not provided.
- b. Any costs incurred due to **you** not planning **your** journey correctly, **you** must allow enough time to complete **your** journey and arrive at the time stipulated by the travel provider.
- c. Any property maintenance costs or fees incurred by **you** as part of **your** involvement of a Timeshare or Holiday Property Bond scheme are not covered.

8. Any costs associated with rearranging **your** travel plans due to the **public transport** provider changing their scheduled timings which in turn impacts **your** planned itinerary.

9. Any property maintenance costs or fees incurred by **you** as part of **your** involvement of a Timeshare or holiday Property Bond scheme are not covered.

10. Anything mentioned in General exclusions applying to **your** policy Section which are applicable to all sections of the policy.

SECTION 4 - PERSONAL BELONGINGS AND MONEY

Introduction

The purpose of this section is to help **you** in the event of something happening to **your** suitcases (or containers of a similar nature), their contents or **your personal money**. Below explains the cover **we** provide if **your** items are lost, stolen or damaged.

What is covered

1. **We** will pay **you** up to the amounts shown in the schedule of benefits for the following items if they are accidentally lost, damaged or stolen whilst on **your trip**:

- a) **Baggage**
- b) **Valuables**
- c) **Personal money** (excluding cash)
- d) Cash
- e) **Important documents**

The maximum **we** will pay **you** for any one item, pair or set of items under this section is shown on the schedule of benefits as the single article limit.

If **you** need to claim, **we** will pay **you** based on the today's prices minus a deduction for wear and tear and depreciation (loss of value), or **we** may replace, reinstate or repair the lost or damaged **baggage** or **valuables**.

2. **We** will pay **you** up to the amount shown in the schedule of benefits to obtain a replacement of **your important documents** which have been lost, damaged or stolen whilst outside of **your home area**. This is to enable **you** to return **home** or continue **your trip**.

The intention of this is to help pay for travel and accommodation costs in getting to the embassy to obtain suitable replacements/an alternative flight **home**. **You** must check whether any temporary documentation will enable **you** to continue **your** planned **trip**.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must report any theft to the Police in the country where the theft occurred as soon as possible and get a crime reference number or incident report.

2. **You** must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.

3. If any items are lost, stolen or damaged whilst in the care of an airline **you** must report this within the time limit contained in their terms and conditions and get a Property Irregularity Report.

What is not covered

1. The **excess**.

2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.

3. Loss, theft of or damage to **valuables**, cash, **important documents** or **personal money** left **unattended** at any time unless deposited in a safe, safety deposit box or left in locked accommodation.

4. Any claims for **ski equipment** (refer to winter sports section). Loss, theft of or damage to **baggage** contained in an **unattended** vehicle unless it is locked out of sight in a secure **baggage** area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.

5. Loss, theft or damage:

- a) Due to delay, confiscation or detention by customs or any other authority
- b) Due to depreciation (loss in value) or variations in exchange rate
- c) To motor accessories (excluding keys which are covered only for a car which is owned by **you**)
- d) Caused by wear and tear, or
- e) Mechanical or electrical breakdown.

6. Loss, theft or damage to **gadgets**. Claims for **gadgets** should be made under section 9 – **Gadget** cover extension.

7. Anything mentioned in General exclusions applying to **your** policy Section which are applicable to all sections of the policy.

SECTION 5 - LEGAL AND LIABILITY

Introduction

This section is split in to two parts.

The purpose of the Legal expenses and assistance section is to help **you** in the event **you** need to claim compensation if someone else causes **you** illness, injury or death.

The purpose of the Personal liability section is to help **you** in the event **you** are found liable for damage to someone else's property or cause another person illness, injury or death.

SECTION 5A - LEGAL EXPENSES AND ASSISTANCE

Introduction

The purpose of this section is to provide **you** with a legal assistance to pursue a claim for compensation if **you** suffer an injury, illness or death.

Words with special meanings in this section (which are shown in italics)

Lawyer

- means the legal representative or other appropriately qualified person acting for **you**. **You** have the right to choose the lawyer acting for **you** in the following circumstances:

- a) Where the commencement of court proceedings to pursue **your** claim is required.
- b) Should any conflict of interest or dispute over settlement arise.

What is covered

We will pay up to the amounts shown in the schedule of benefits for legal costs to pursue a civil action for compensation, against someone else who causes **you** injury due to an **accident**, illness or death.

Where there are two or more **insured persons** insured by this policy, then the maximum amount **we** will pay for all such claims shall not exceed the amount shown in the schedule of benefits.

Prospects of success

We will only provide cover where **your** claim or any appeal **you** are pursuing or defending is more likely than not to be successful. If **you** are seeking damages or compensation, it must also be more likely than not that any judgement obtained will be enforced.

If **we** consider **your** claim is unlikely to be successful or any judgement will not be enforced **we** or **you** may request a second opinion from an independent *lawyer*. If **you** seek independent legal advice any costs incurred will not be covered by this policy.

If the independent *lawyer* agrees **your** claim is unlikely to be successful or any judgement is unenforceable then **you** cannot make a claim under this section.

Special conditions relating to claims

1. **We** shall have complete control over the legal case through agents **we** nominate, by appointing agents of **our** choice on **your** behalf with the expertise to pursue **your** claim.
2. **You** must follow **our** agent's advice and provide any information and assistance required within a reasonable timescale.
3. **You** must advise **us** of any offers of settlement made by the negligent third party and **you** must not accept any such offer without **our** permission.
4. **We** may include a claim for **our** legal costs and other related expenses.
5. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party for any legal costs incurred under this policy. **You** must give **us** any assistance **we** require from **you** and any amount recovered shall belong to **us**.

What is not covered

1. The **excess**
2. Legal costs and expenses incurred in pursuit of any claim against **us**, **our** appointed agents, someone **you** were travelling with, a person related to **you**, or another **insured person**.
3. Legal costs and expenses incurred prior to **our** written acceptance of the case.
4. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
5. Any claim where legal costs and expenses are variable depending on the outcome of the claim.
6. Legal costs and expenses incurred if an action is brought in more than one country.
7. Travel, accommodation and incidental costs incurred to pursue a civil

action for compensation.

8. The costs of any Appeal.
9. Claims by **you** other than in **your** private capacity.
10. Anything mentioned in General exclusions applying to **your** policy.

To make a claim under this section please call 0238 0857423

SECTION 5B - PERSONAL LIABILITY

What is covered

We will pay **you** up to the amount shown in the schedule of benefits (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for **accidental**:

1. Injury due to an **accident**, death, illness or disease to any person who is not in **your** employment or who is not a **close relative** or persons residing with **you**.
2. Loss of or damage to property that does not belong to and is neither in the charge of nor under the control of **you**, a **close relative** and/or anyone in **your** employment other than any temporary holiday accommodation occupied (but not owned) by **you**.

Special conditions relating to claims

1. **You** must give **us** written notice of any incident, which may result in a claim as soon as possible.
2. **You** must send **us** every court claim form, summons, letter of claim or other document as soon as **you** receive it.
3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give **us** all necessary information and assistance which **we** may require.
5. If **you** die, **your** legal representative(s) will have the protection of this cover providing they comply with the terms and conditions outlined in this policy.

What is not covered

1. The **excess**
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Compensation or legal costs arising directly or indirectly from:
 - a) Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
 - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
 - c) Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
 - d) The transmission of any contagious or infectious disease or virus.
 - e) **Your** ownership, care, custody or control of any animal.
 - f) Any claim where the incident occurred within the **UK**.
4. Anything mentioned in General exclusions applying to **your** policy Section which are applicable to all sections of the policy.

SECTION 6 - PERSONAL ACCIDENT

Introduction

The purpose of this section is to provide **you** with a financial lump sum in the event **you** suffer *permanent total disablement, loss of sight, loss of a limb* or death due to an **accident** during **your trip**. This section will not be applicable if **you** suffer any of the above as the result of an illness.

Words with special meanings in this section (which are shown in italics)

Loss of limb

Loss by permanent severance of an entire hand or foot or the total, complete and permanent loss of use of an entire hand or foot.

Permanent Total Disablement

A condition which is of a permanent and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of **your** life and as certified by a registered **medical practitioner**, to the reasonable satisfaction of **our** Chief Medical Officer, and which prevents **you** from engaging in any work or occupation for remuneration or profit.

Loss of sight

The total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what **you** should see at 60 metres).

What is covered

We will pay one of the benefits shown in the schedule of benefits if **you** sustain injury due to an **accident** which shall solely and independently of any other cause, result within two years either in -

1. **Your** death,
2. *Loss of limb,*
3. *Loss of sight or permanent total disablement.*

Special conditions relating to claims

1. **Our medical practitioner** may examine **you** as often as they consider reasonably necessary if **you** make a claim.

What is not covered

1. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
2. Benefit is not payable to **you**:
 - a) Under more than one of benefit 1, 2 or 3 in the table above.
 - b) Under benefit 2 if the permanent loss of use of an entire hand or foot is only partial and not total and complete (being 100%).
 - c) Under benefit 3 until one year after the date **you** sustain injury due to an **accident**.
3. Benefit 1 will be paid to the deceased **insured person's** estate.
4. No payment will be made if **you** sustain injury whilst participating in an activity that is not covered by this policy.
5. Any claim which is caused by either:
 - a) Medical or surgical procedures or
 - b) Illness, infection or bacteria or
 - c) Any gradually developing bodily deterioration.
6. Anything mentioned in General exclusions applying to **your** policy Section which are applicable to all sections of the policy.

SECTION 7 - END SUPPLIER FAILURE

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE if **you** are based inside the EEA, or Liberty Managing Agency Limited if **you** are based in Switzerland (The **Insurer(s)**).

We will pay up to the amount shown in the table of benefits for each **Insured person** named on the Invoice for:

1. Irrecoverable sums paid prior to Financial Failure of the Scheduled Airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the **UK**; coach operator, car or camper hire company, caravan sites, campsites, mobile **home**, safaris; excursions; Eurotunnel; theme parks or attractions all known as the End Supplier of the travel arrangements not forming part of an inclusive holiday prior to departure

or

2. In the event of Financial Failure after departure:
 - a) additional pro rata costs incurred by the **Insured person(s)** in replacing that part of the travel arrangements to a similar standard as enjoyed prior to the curtailment of the travel arrangements
 - or
 - b) if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man or Ireland to a similar standard as enjoyed prior to the curtailment of the travel arrangements.

Financial Failure means the End Supplier becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

End Supplier means the company that owns and operates the services listed in point 1 above.

The Insurer will not pay for:

1. Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Ireland prior to departure
2. Any End Supplier which is, or which any prospect of Financial Failure is known by the Insured or widely known publicly at the date of the Insured's application under this policy
3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
4. The Financial Failure of any travel agent, tour organiser, booking agent or consolidator with whom the Insured has booked travel or accommodation
5. Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach **your** pre-booked hotel following the Financial Failure of an airline.

Insolvency Claims Only

Insolvency Claims Procedure: - International Passenger Protection (IPP) claims only. Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting **your** Policy Number, Travel Insurance Policy name and reference ESFI-V1.19 :

IPP Claims at Cunningham Lindsey Oakleigh House
14-15 Park Place
Cardiff CF10 3DQ. United Kingdom

Telephone: +44 (0)345 266 1872
Email: Insolvency-claims@iplondon.co.uk
Website: www.ipplondon.co.uk/claims.asp

ALL OTHER CLAIMS - REFER TO **YOUR** INSURANCE DOCUMENT AND SEE ALTERNATIVE CLAIMS PROCEDURE.

How To Make A Complaint

If **you** have a complaint, **we** really want to hear from **you**. **We** welcome **your** comments as they give **us** the opportunity to put things right and improve **our** service to **you**.

Please telephone **us** on: (020) 8776 3750.

Or write to:

The Customer Services Manager
International Passenger Protection Limited,
IPP House, 22-26 Station Road,
West Wickham, Kent BR4 0PR
Fax: (020) 8776 3751
Email: info@ipplondon.co.uk

Please make sure that **you** quote the policy number which can be found on **your** insurance validation certificate.

It is **our** policy to acknowledge any complaint within 5 working days advising **you** of who is dealing with **your** concerns and attempt to address them. **We** will provide **you** with a written response outlining **our** detailed response to **your** complaint within two weeks of receipt of the complaint. **You** will receive either **our** written response or an explanation as to why **we** are not in a position to provide one within four weeks of receipt of **your** complaint.

If **you** are not satisfied with the response **you** receive or **we** have failed to provide **you** with a written response, **you** may have the right to contact the Financial Ombudsman Service at the following address (if **you** are an Eligible Complainant as set out in the definition below)

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the **UK**) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the **UK**)
Email: complaint.info@financial-ombudsman.org.uk

More information can be found of their website – www.financial-ombudsman.org.uk

Making a complaint will not affect **your** right to take legal action.

Definition of an Eligible Complainant:

1. A Consumer – Any natural person acting for purposes outside his trade, business or profession
2. A Micro-Enterprise – An enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million
3. A Charity – Which has an annual income of less than £1 million at the time the complaint is made
4. A Trustee – Of a trust which has a net asset value of less than £1 million at the time the complaint is made.

SECTION 8 - WINTER SPORTS (ONLY PURCHASED IF SHOWN ON YOUR INSURANCE VALIDATION CERTIFICATE)

Introduction

This section is available to purchase as an optional upgrade. The purpose of this section is to provide cover specifically for a Winter Sports **trip** that involves activities or sports that are played on snow or ice. It's important to check the list of covered activities at the end of this section below to ensure that any activities that **you** plan to participate in as part of **your** Winter Sports **trip** are covered. The policy will not cover any professional sports or entertainment and racing events. Cover is available only if the Winter Sports section is shown as purchased in **your** insurance validation certificate and the additional premium has been paid.

What is covered

We will pay **you** up to the amounts shown in the schedule of benefits for:

1. The **accidental** loss of, theft of or damage to **your** own **ski equipment**
2. The cost of hiring replacement **ski equipment** if lost, stolen or damaged (including temporary loss in transit for more than 24 hours of **your** own **ski equipment**).

If **you** have purchased Winter Sports, cover is provided for the entire duration of the **insurance period**.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must report any theft to the police in the country where the theft occurred as soon as possible and get a crime reference number or incident report of the loss, theft or attempted theft of **your** own **ski equipment**.
2. **You** must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.

What is not covered

1. The **excess** except for claims under point 2 of What is covered.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle at any time unless it is locked out of sight in a secure **baggage** area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.
4. Any losses or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss, theft or damage:
 - a) Due to delay, confiscation or detention by customs or any other authority
 - b) Due to depreciation (loss in value) or variations in exchange rate
 - c) To motor accessories (excluding keys which are covered only for a car which is owned by **you**)
 - d) Caused by wear and tear, or
 - e) Mechanical or electrical breakdown.
6. Anything mentioned in the General exclusions applicable to all sections of the policy.

The following sports and activities are only covered if the Winter Sports option is shown as purchased in **your** insurance validation certificate.

No cover under Section 5 – Legal and liability for those sports or activities marked with *

Bigfoot Skiing	Cross Country Skiing
Curling	Glacier Walking to 4,000 meters
Ice Curling	Ice Skating
Langlauf	Mono Skiing
Off Piste Skiing/Snowboarding Within local ski patrol guidelines	Ski/Snow Biking
Ski/Snow Blading	Skiing
Sledging/Sleighting	Snowboarding
Tobogganing	Cat Skiing/Boarding within local ski patrol guidelines
Kite Skiing/Snowboarding*	Ski Randonee
Ski touring	Ski-dooing*
Snow Mobiling*	Speed Skating
Glacier Skiing	Ice Hockey

SECTION 9 - GADGET COVER EXTENSION (ONLY PURCHASED IF SHOWN ON YOUR INSURANCE VALIDATION CERTIFICATE)

Please note: The following section applies to **your gadget** cover benefit which will be shown in **your** insurance validation certificate .

Introduction

Gadget Insurance provides cover for **your gadget(s)** against theft, loss, **accidental** damage, Malicious Damage and unauthorised calls when **you** are on a **trip**. The **gadget(s)** must be in good condition and full working order at the time of **your trip**.

Terms and Conditions

Insurance is arranged and claims administered by Taurus Insurance Services Limited (Taurus) an insurance intermediary licenced and authorised in Gibraltar by the Financial Services Commission under Licence Number FSC00757B and authorised by the Financial Conduct Authority in the **UK** under registration number 444830.

The **Insurer** is AmTrust Europe Limited (referred to as "**we/us/our**" in this **Gadget** Insurance Policy) and are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202189.

A Member of the Association of British **Insurers**. Registered in England: company number 1229676.

Registered address:

Market Square House, St James's Street, Nottingham NG1 6FG.

We (the **Insurer**) have entered into a Binding Authority Contract reference number WUKGAD148030 with Taurus under which **we** have authorised Taurus to issue these documents on **our** behalf.

Confirmation of Cover

When **you** purchased **your gadget** Insurance **you** selected the level of cover suitable for **you**. **Your** level of cover will be confirmed in **your** insurance validation certificate.

Please ensure **you** keep **your** insurance validation certificate in a safe place.

Definitions

The words and phrases defined below are specific to this cover and have the same meaning wherever they appear in bold in the **gadget** cover section. All other definitions can be found on page 12.

Accidental Damage - means any damage, including fire and liquid damage, caused to the **gadget** which was not deliberately caused by **you** or bound to happen.

Gadget Criteria:

1. purchased from a **UK** registered company supplied with full **UK** consumer rights and warranties; or
2. purchased worldwide directly from the manufacturer, a network provider an online or high street retailer; or
3. refurbished items purchased directly from the manufacturer, a network provider or an online or high street retailer and which were supplied with a warranty at the time of purchase; or
4. purchased second hand or gifted to **you** and that **you** have the original

Proof of Purchase (which corresponds to notes 1 to 3 above) and a signed letter from the original owner confirming that **you** own the **gadget(s)**. This letter must include IMEI (where applicable), serial number and make and model of **your gadget(s)**.

Immediate Family – a **close relative** travelling with **you** on **your trip**.

Insurance validation certificate – A summary of **your** Outbacker Travel Insurance Policy which includes details of **your Gadget** Cover.

Loss - means that the **gadget** has been accidentally left by **you** in a location

and **you** are permanently deprived of its use.

Malicious Damage - the intentional or deliberate actions by **you** or a third party which causes damage to **your gadget**.

Proof of Purchase – the original purchase receipt provided at the point of sale that gives details of the **gadget** purchased, or similar documents that provide proof that **you** own the **gadget**.

Proof of Usage - Means evidence that shows **your gadget** has been in use before the event giving rise to the claim. Where the **gadget** is a mobile phone this evidence can be obtained from **your** phone network provider. For other gadgets, such as laptops, in the event of an **accidental** damage claim this may be determined through inspection by **our** repairers.

Taurus – Taurus Insurance Services Limited. Suite 2209-2217 Eurotowers, Europort Road, Gibraltar.

Theft - Means the dishonest removal of the **gadget** from **your** possession by a third party with the intention of permanently depriving **you** of it, or the removal of the **gadget** from **you** in person using force, threat of violence or by pickpocket.

Please note: Theft and Loss needs to be reported to the appropriate local Police authorities and **your** network provider (if applicable) within 24 hours of discovering the incident.

What we will cover

a. Accidental Damage

We will pay the repair or replacement costs if **your gadget** is damaged as the result of an **accident**.

b. Theft

If **your gadget** is stolen, **we** will replace it. Where only part or parts of **your gadget** have been stolen, **we** will only replace that part or parts. There must be evidence of violent and forcible entry if the theft of **your gadget** is from an unoccupied premises.

c. Malicious Damage

If **your gadget** is damaged as a result of intentional or deliberate actions of someone else, **we** will repair it. Where only part or parts of **your gadget** are damaged, **we** will only replace that part or parts.

d. Loss

If **your gadget** is lost, **we** will replace it. Where only part or parts of **your gadget** have been lost, **we** will only replace that part or parts.

e. Unauthorised Usage

If **your gadget** is lost or stolen, and the loss or theft is covered by **your** policy, **we** will refund the cost of unauthorised calls, messages and downloads made from it after the time it was lost or stolen. Cover will only apply to unauthorised usage within 24 hours of discovery of the loss or theft of **your gadget**. Itemised bills must be provided to support **your** claim. This cover will only apply if there is no protection from such losses from **your** network provider.

The Limits of our liability

The most **we** will pay for any one claim will be the replacement value of **your gadget** and in any case shall not exceed **our** maximum liability for **your** chosen level of cover, as shown in **your** insurance validation certificate.

In the event that **your** claim is authorised It will be at **our** sole discretion to either repair **your gadget**, or if **your gadget** is deemed beyond economical repair or subject to a theft or loss and will therefore have to be replaced, **we** will endeavour to replace it with an identical fully refurbished item, or new item where a refurbished is not available. Should this not be possible, Taurus at their sole discretion, will replace it with a fully refurbished or new item of a comparable specification or the equivalent value (if cash settlement).

Please note it may not always be possible to replace **your gadget** with the same colour.

- » All replacement gadgets are issued with a 12-month warranty (the **gadget** must be returned to Taurus).
- » All repairs to gadgets are issued with a 3-month warranty (the

gadget must be returned to Taurus).

What we will not cover

Your gadget is not covered for:

1. The amount of the **excess** which applies as shown on **your** the schedule of benefits.
2. Any loss, theft or **accidental** damage of the **gadget** left as checked in **baggage**.
3. Any loss, theft or **accidental** damage to the **gadget** as a result of confiscation of detention by customs, other officials or authorities.
4. Any theft or loss unless reported to the appropriate local police authorities within 24 hours of discovering the incident and accompanied by a Police Crime Reference number. Lost Property numbers are not acceptable in support of a theft claim.
5. Any claim that occurs whilst not on a **trip**.
6. Any damage which occurred to **your gadget** prior to commencement of **your trip**.
7. Any claim for loss where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place of the loss.
8. Any claim where Proof of Usage cannot be provided or evidenced (applicable only where the **gadget** is a mobile phone or in respect of a laptop/tablet where user history is available).
9. Any claim involving theft or loss unless reported to **your** network provider (if applicable) within 24 hours of discovering the incident and a blacklist placed on the IMEI of the **gadget(s)**
10. Theft of the **gadget** from an unoccupied premises or vehicle whilst on a **trip**, unless there is evidence of violent and forcible entry to the premises or vehicle.
11. Theft of the **gadget** from the person unless force or threat, violence or pickpocket is used.
12. Loss, theft of or **accidental** damage to the **gadget** whilst in the possession of a third party other than **your** immediate family.
13. Loss, theft of or **accidental** damage to accessories other than SIM or PCIMA cards which were in the **gadget** at the time of the loss, theft or damage.
14. Loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any computer virus or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
15. Repair or other costs for:
 - » Routine servicing, inspection, maintenance or cleaning;
 - » Loss caused by a manufacturer's defect or recall of the **gadget**;
 - » Replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - » Repairs carried out by anyone not authorised by **us**;
 - » Wear and tear or gradual deterioration of performance;
 - » Claims arising from abuse, misuse or neglect;
 - » A **gadget** where the serial number has been tampered with in any way.
16. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair to one of **our** approved repairers.
17. The VAT element of any claim if **you** are registered for VAT.
18. Cosmetic damage only to the **gadget** that has no effect on the functionality of the **gadget**, to include marring, scratching and denting.
19. Any modifications that have been made from the original specifications

of the **gadget**. This would include things like adding gems, precious metals or unlocking **your gadget** from a network provider.

20. Where **you** knowingly leave **your gadget** somewhere where **you** can't see it but others can and it is at risk of being lost, stolen or damaged. For example - in a restaurant or a pub where **you** go to the toilet or bar leaving **your gadget** on a table instead of taking it with **you**.
21. Reconnection costs or subscription fees of any kind.
22. The cost of replacing any personalised ring tones or graphics, downloaded material or software.
23. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget**.

Conditions and limitations

1. **You** are required to take all reasonable precautions to prevent damage, theft or loss. This will include, but not limited to:
 - » Using **your gadget** in accordance with the manufactures instructions.
 - » If left **unattended** in a vehicle or premises, **you** are to ensure that the **gadget** is out of sight and that all locks and security devices are actioned
 - » Not handing **your gadget** to a person who is not known to **you** or a third party, other than immediate family.
2. The **gadget** must have a valid Proof of Purchase and meet the **gadget** criteria detailed in this policy.
3. **You** must provide **us** with any receipts, documents or Proof of Purchase, that it is reasonable for **us** to request.
4. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

Claims procedure

Please comply with the following procedures in order to allow **us** to authorise **your** claim with the minimum of delay. Failure to observe these procedures may invalidate **your** claim.

For all Malicious Damage, Theft and Loss Claims:

Notify the appropriate local Police authority within 24 hours of discovering the incident and obtain a Police Crime reference number and a copy of the Police Crime report. Should **you** be claiming for the theft or loss of **your** mobile phone or another sim enabled device **you** must also contact **your** network provider within 24 hours of discovering the incident to blacklist the IMEI of the device.

For all claims (including malicious damage, theft and loss):

Contact Taurus on 0330 041 2872 (local rate call) or outbacker@taurus.gi as soon as reasonably possible of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, as soon as reasonably possible).

Complete the claim form in accordance with their instructions, and in any event within 30 days of notifying the claim together with any requested supporting documentation including but not limited to:

- » Police Crime Reference Number (if applicable)
- » Proof of Blacklist of IMEI (if applicable)
- » Proof of reported theft or loss (if applicable)
- » Proof of violent and forcible entry (if applicable)
- » Proof of travel dates and booking confirmation.
- » Any other requested documentation.

Taurus will assess **your** claim, and as long as **your** claim is valid, will authorise the repair or replacement of the **gadget** as appropriate.

Please note: If **we** replace **your gadget** the damaged or lost **gadget** becomes ours. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

Complaints

It is always the intention to provide **you** with a first class service. However, if **you** are not happy with the service, in the first instance:

If **your** complaint is in relation to a claim, please write to Taurus. Their contact details are:

Taurus Insurance Services Limited
Suite 2209-2217 Eurotowers
Europort Road, Gibraltar
Email: gadget.complaints@taurus.gi

If **you** are not happy with the response or **your** complaint has not been resolved within eight weeks, **you** have the right to ask the Financial Ombudsman Service to review **your** complaint: Their contact details are:

Financial Ombudsman Service
Exchange Tower,
London
E14 9SR

Tel:
020 7964 1000 (Switchboard)
+ 44 207 964 1000 (for calls outside the **UK**)
0800 023 4 567 – calls to this number are normally free for people ringing from a 'fixed line' phone but charges may apply if **you** call from a mobile phone.
0300 123 9 123 – calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.
020 7964 1001 (main fax)

email: complaint.info@financial-ombudsman.org.uk
web address: www.financial-ombudsman.org.uk

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at the following address: <http://ec.europa.eu/consumers/odr>.

These procedures do not affect **your** legal rights.

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

AmTrust Europe Ltd (the **Insurer**) and Taurus (the administrator), as Data Controllers, are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **your** personal data, for more information please visit **our** websites at: www.amtrusteurope.com or www.taurus.gi/privacy

1. How **we** use **your** personal data

We use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **We** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

2. Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

3. Disclosure of **your** personal data

We disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external account-

ants and auditors, regulatory authorities, and as may be required by law.

4. International transfers of data

We may transfer **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

5. **Your** rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **We** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **your** data, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact the relevant Data Protection Officer - please see websites for full address details.

COMPLAINTS PROCEDURE

You have the right to expect the best possible service and support. If **we** have not delivered the service **you** expected or **you** are concerned with the service provided, **we** would like the opportunity to put things right. The following will help **us** understand **your** concerns and give **you** a fair response.

If **your** complaint relates to the sale or cover provided under **your** policy, please contact **us** as follows:

Outbacker Insurance
Kemp House
152 - 160 City Road
London
EC1V 2NX
Tel: 0207 183 0885

If **your** complaint relates to a claim on **your** policy, please contact the department dealing with **your** claim.

For all emergency medical assistance complaints, please contact:
Tel: 01473356451

For all Legal Expenses complaints, please contact:
Tel: 0238 0857423

When **you** contact **us**, please have the following ready:

- » **Your** name, address and postcode, telephone number and email address (if **you** have one).
- » **Your** policy number and/or claim number and the type of policy **you** hold.
- » The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

What to do if you are still not satisfied.

If **you** are still not satisfied once **you** have received **our** response, then **you** may be able to refer **your** complaint to the Financial Ombudsman Service. **You** must approach the Financial Ombudsman Service within six months of **our** final response to **your** complaint. **We** will remind **you** of the time limits in the final response.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0300 123 9123 or 0800 023 4567
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

We must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

Your rights as a customer to take legal action are unaffected by **our** complaints procedure. However, the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

DATA PROTECTION NOTICE AND FRAUD

AXA Insurance **UK** plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacypolicy.

If **you** do not have access to the internet please contact **us** and **we** will send **you** a printed copy

Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact the team responsible for administering **your** policy and they will correct any errors.

Telephone calls

Please note that for **our** mutual protection telephone calls to AXA Insurance **UK** plc may be monitored and/or recorded.

Fraud prevention, detection and claims history

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

- » Share information about **you** with other organisations and public bodies including the Police;
- » Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to;
- » Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- » Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- » Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- » Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

INTERNATIONAL PASSENGER PROTECTION LIMITED

Section 7 of this policy are insured by International Passenger Protection Limited. International Passenger Protection Limited is authorised and regulated by the Financial Conduct Authority (Register Number 311958). Details on how **you** can contact International Passenger Protection Limited to understand how **your** data will be used can be found under section 7 of **your** policy wording.

AMTRUST EUROPE LIMITED

Section 9 of this policy is insured by Amtrust Europe Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register Number 202189.

Details on how **your** information will be used by AmTrust Europe Limited can be found under section 9 of **your** policy wording.

IMPORTANT TELEPHONE NUMBERS

Claims: 03300945091
Legal expenses only: 0238 0857423
Emergency and medical service from anywhere in the World:
+44 (0) 1473 351754
From the United Kingdom: 01473 351754

To make a claim for **Gadget** Cover please contact:

Taurus Insurance Services Limited
Suite 2209-2217 Eurotowers
Europeport Road, Gibraltar
Email: outbacker@taurus.gi
0330 041 2872

To make a claim for End Supplier Failure please contact:

IPP Claims at Cunningham Lindsey
Oakleigh House
14-15 Park Place
Cardiff CE10 3DQ
Phone: 0345 266 1872
Email: insolvency-claims@ipplondon.co.uk
Website: www.ipplondon.co.uk/claims.asp (a claim form may be downloaded from this site)