



**TRAVEL INSURANCE WORDING** 



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## **Useful Information**

## **CLAIMS NOTIFICATION**

To make a claim under all sections (except Gadget cover and Scheduled Airline Failure/End Supplier Failure) please contact: Cega Travel Claims, PO BOX 127, Chichester, West Sussex, PO18 8WQ Tel: +44 (0)330 094 5091 Online claims registration: www.outbackerinsurance.com/claimonline

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

Claims Administrators, Davies Group, Unit 8, Fulwood Business Park, Caxton Road, Preston, PR2 9NZ Tel: 0345 0744 4828 Email: gadgetclaims@davies-group.com Online claim portal - https://bastion.davies-group.com

#### To make a claim for Scheduled Airline Failure or End Supplier Failure please contact:

IPP Claims at Sedgwick, Oakleigh House, 14-15 Park Place, Cardiff CE10 3DQ Tel: 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)

## **MAKING YOURSELF HEARD**

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

If your complaint relates to your policy, please contact 0207 183 0885 or by emailing complaints@outbackerinsurance.com

If the complaint is still not resolved, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman Service will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the 'Complaints Procedure' section of the policy wording.

### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

We are 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 on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or call them on 020 7741 4100.

#### **CANCELLATION PERIOD**

You are free to cancel this policy at any time. If you wish to cancel within 14 days of receipt of the policy documents, you may do so by 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.





## 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  $\boldsymbol{we}$  do not state that something is covered,  $\boldsymbol{you}$  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: 0345 0744828 or gadgetclaims@davies-group.com

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 **personal quarantine**, 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 **excess** is the amount **you** pay per person per incident, per **trip** but limited to two **excess** amounts per **trip**, if more than one **insured person** is claiming.

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)

include: Mobile Phones, iPhones, iPads, Tablets, Camera's, Go Pro's, Smartwatches and Laptops. Please note we do not provide cover for drones.

See definition of gadget under Section 9 Gadget Cover Extension.

#### Home

Your home address listed on your insurance validation certificate.

#### Home area

Policy is available only for residents of the  $\mathbf{U}\mathbf{K}$  and therefore  $\mathbf{your}$  home area means the  $\mathbf{U}\mathbf{K}$ 

#### **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.

#### **Personal quarantine**



A period of time where **you** are suspected of carrying an infection or have been exposed to an infection and as a result are confined or isolated on the orders of a medical professional or public health board in an effort to prevent disease from spreading.

#### Pre-existing medical condition(s)

Any of the following **medical conditions** which **you** have ever been diagnosed with or treated for:

- » Any heart or respiratory condition (including but not limited to asthma, bronchitis and chronic obstructive pulmonary disease)
- » Any circulatory condition (problems with blood flow, including strokes, high blood pressure and cholesterol).
- » Any liver condition.
- Any cancerous condition.
- » Any psychological conditions such as stress, anxiety, depression, or psychiatric condition such as eating disorders.

Any other **medical conditions** for which **you** have been prescribed medication, received treatment or had a consultation with a doctor or hospital specialist for any medical condition in the past 2 years.

#### **Pregnancy Complication**

- » pregnancy toxaemia,
- » 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.

#### **Regional quarantine**

Any period of restricted movement or isolation, including national lockdowns, within **your home area** or destination country imposed on a community or geographic location, such as a county or region, by a government or public authority.

#### **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, Commonwealth & Development Office (FCDO) have advised against either all but essential travel (unless **your trip** is essential) or all travel (for any reason).

#### **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** exit customs in the UK and starts again when **you** leave **your home**. During this period no cover is provided by the policy.

### UK

England, Wales, Scotland, Northern Ireland, and the Isle of Man

#### 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)

Means the below (including any associated equipment)

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

#### We/Us/Our

AXA Insurance **UK** plc., (Registered Office) 20 Gracechurch Street, London, EC3V 0BG. 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 – Bastion Insurance Services Ltd on behalf of Inter Partner Assistance S.A. UK branch. Registered address; 106-118 Station Road, Redhill, RH1 1PR. UK branch is a branch of Inter Partner Assistance S.A. (FCA number 202664).

Under sections 7 of this policy – means Liberty Mutual Insurance Europe SE if you are based inside the EEA, or Liberty Managing Agency Limited if you are based in Switzerland.

#### 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) 20 Gracechurch Street, London, EC3V 0BG. 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:

- a) If **you** make a fraudulent claim
- b) If **you** are or have been engaged in criminal or unlawful activities

c) If any policy in **your** name is added to the Insurance Fraud Registerd) 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**

If **you** are travelling to a country which has a reciprocal health agreement with **your home area you** are entitled to benefit from the health care arrangements which exists between the country **you** are visiting and **your home area**.

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

If travelling within the EU **you** can apply for a GHIC either online at <u>www.ghic.org.uk</u> or by telephoning 0300 330 1350.

If travelling outside of the EU visit <u>UK reciprocal healthcare agreements with</u> non-EU countries - GOV.UK (www.gov.uk)



#### Important conditions relating to health.

This policy does not cover pre-existing medical conditions.

You must comply with the following conditions to make sure your cover is not affected. If you do not comply with these conditions, we may cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment. 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:

#### Throughout the duration of the policy

i. From any **medical condition(s)** 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 their advice), but despite which **you** still travel.

ii. From any surgery, treatment or investigations for which **you** intend to travel outside of **your home area** to receive (including expenses incurred due to the discovery of other **medical conditions** during and/ or complications arising from these procedures).

iii. From any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.

iv. If **you** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

# At the time of purchasing your policy you will not be covered for any claim arising directly or indirectly:

2.

1.

i. 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

ii. From any medical condition for which you, a close relative or a travelling companion have received a terminal prognosis.
iii. From any medical condition for which you, a close relative or a travelling companion are on a waiting list for or have knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home.

#### 3. From any pre-existing medical condition.

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 (within organisers guidelines)
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 - Maxi- mum of 3 jumps in any one <b>trip</b>
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*	Mountain biking* (no racing,
General Exclusions Apply, see page 10 of the wording.	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 - Maxi- mum of 3 jumps in any one <b>trip</b>	Rifle Shooting*- Target shooting within a controlled environment or club only
Ringos/Doughnuts	Roller blading
Roller skating	Rounders
Roller skating Rowing	Rounders Running (not long distance)
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Rowing Safari No guns. Must be organised by a	Running (not long distance) Safari Trekking in a vehicle No guns. Must be organised by a
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## Water Skiing\*

No competitions.

Yachting\* Within a 12 mile limit of the coastline

Windsurfing\* No competitions.

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 Buggying*	Kite Surfing land/water*
Lacrosse	Lifeguards (non beach) Cover for swimming pools, leisure only
Marathon Running	Martial Arts
Modern Pentathlon	Mountain Boarding
Mud Buggying*	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 pro- tective 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 Bugging	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



- » 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 on page 25 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.

To make a claim under all sections (except Gadget cover and Scheduled Airline Failure/End Supplier Failure) please contact: Cega Travel Claims, PO BOX 127, Chichester, West Sussex, PO18 8WQ

#### **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.
- » 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)

#### 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 IPP ESFIV1-21:

IPP Claims at Sedgwick 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 The claims administrators on 0345 0744828 (local rate call), gadgetclaims@davies-group.com or at our online claim portal https://bastion.davies-group.com 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.

Davies Group 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** per **trip**, per incident (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	£400	£500			
Hospital benefit per day (total) †	£20 (£200)	£30 (£300)	£30 (£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 <b>we</b> 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 ava	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 <b>Ski equipment</b> (owned and hired )	£500	£500	£500			
Ski equipment Single item limit	£300	£300	£300			
Hire of <b>Ski equipment</b> after 24 hour delay (no <b>excess</b> 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 <u>Certificate</u>

		Excess	Premium Excess		Excess	Premium Excess		Excess	Premium Excess
Option 1 - Single Item Limit	£1,000 £1,000	£50	£0	£1,000 £1,000	£50	£0	£1,000 £1,000	£50	£0
Option 2 - Single Item Limit	£2,000 £1,500	£50	£0	£2,000 £1,500	£50	£0	£2,000 £1,500	£50	£0
Option 3 - Single Item Limit	£3,000 £1,500	£50	£0	£3,000 £1,500	£50	£0	£3,000 £1,500	£50	£O
Unauthorised Usage	£10,000	£0	£0	£10,000	£0	£0	£10,000	£0	£0

## **†** No excess is applicable for sections marked

#### General conditions applying to your policy

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

If **you** do not comply with them **we** may at **our** option take one or more of the following actions:

- » cancel the policy as detailed under this section;
- » declare your policy void (treating your policy as if it never existed);
   » refuse to deal with any relevant claims or reduce the amount of any relevant claim payments.

#### 1. Providing accurate and complete information

When taking out, renewing or making changes to this policy, **you** must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete. Failure to do this may impact or invalidate any claim **you** make.

#### 2. Changes in your circumstances

**You** must tell us as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** policy schedule changes during the insurance period.

3. We may cancel **your** policy at any time by giving **you** 7 days' notice in writing to **your** last known address.

4. 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).

5. **You** must not admit liability for any event, or offer to make any payment, without **our** prior written consent.

6. 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.

7. 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**.

8. 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.

9. 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.

10. **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.

11. **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

## **GENERAL EXCLUSIONS APPLYING TO YOUR POLICY**

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

#### 1. Circumstances known to you

Circumstances known to **you** before **you** purchased this insurance or at the time of booking any **trip** which could reasonably have been expected to lead to cancellation or **curtailment** of the **trip**.

# 2. Pre-existing medical conditions as described in Pre-existing medical conditions section

3. Any claims where **you** were not fit to undertake **your trip** when booking **your trip** or purchasing **your** policy whichever is the later.

4. Your failure to obtain any recommended vaccines, inoculations or medications prior to your trip.

5. **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**.

6. 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.
  - 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.

7. **Your** travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which **you** are travelling has advised against either all but essential travel (unless **your trip** was essential) or all travel (for any reason).

8. Confiscation or destruction of property by any Customs, Government or other Authority of any country.

9. 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.

10. Your wilfully self-inflicted injury or illness, suicide or attempted suicide.

- 11. 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.

12. You putting yourself at needless risk (except in an attempt to save human life).



13. Your own unlawful action or any criminal proceedings against you.

14. **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.

15. 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.

16. 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.

17. **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.

18. **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.

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

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

21. 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**.

22. 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.

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

24. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.

25. Any costs for **your Package** holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice.



#### 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?

Long Delays - Has your flight been delayed for three hours or more?
 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

#### Cover for cancelling a trip

We will pay you up to the amount shown in the table of benefits for your proportion only of your irrecoverable unused travel and accommodation costs and other pre-paid charges if you have to cancel your trip following any of the reasons which are shown in the table below.

#### Cover for having to cut short your trip

We will pay you up to the amount shown in the table of benefits for your proportion only of your unused travel and accommodation costs and other pre-paid charges together with any reasonable additional travel and accommodation expenses if you have to 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.

	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 <b>accident</b> , illness, disease, or <b>pregnancy complication</b> of <b>you</b> , <b>your</b> travel companion, <b>your close relative</b> or <b>your</b> colleague	~	~	
Compulsory <b>personal quarantine</b> , jury service attendance or being called as a witness at a Court of Law (other than in an advisory or pro- fessional capacity) of <b>you</b> or <b>your travelling</b> <b>companions</b> .	~	~	
Redundancy of you or your travel companion	<ul> <li>Image: A second s</li></ul>	✓	
You or your travel companion have leave with- drawn 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, Com- monwealth & Development Office (FCDO) or other regulatory authority in a country which <b>you</b> are travelling to advising against all travel or all but essential travel within 21 days of <b>your</b> departure date, but not including where advice is issued due to a pandemic	~	X	
No suitable alternative <b>public transport</b> is provided within 24 hours of the scheduled time of departure following delay or cancella- tion of <b>your public transport</b>	~	X	
Insolvency of the accommodation providers or their booking agents or <b>Natural disaster</b>	~	~	
The Travel Advice Unit of the Foreign, Com- monwealth & Development Office (FCDO) or other regulatory authority in a country in which <b>you</b> are travelling in advising <b>you</b> to evacuate or return to <b>your home area</b> , providing the advice came into force during <b>your trip</b> .	X	~	



## 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 ticket (based on the cost on the date **you** come home) from any costs **you** or **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.

6. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth and Development Office (FCDO) (or any other equivalent government body in another country) advises against travel due to a pandemic.

7. Any claim arising from a reason not listed in the 'what is covered' section

# 8. Pre-existing medical conditions as described in the Pre-existing medical conditions section.

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

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

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

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

a. The providers of the accommodation, their booking agents, travel agent or other compensation scheme.

b. The providers of the transportation, their booking agents, travel agent, compensation scheme or Air Travel Organisers' Licensing (ATOL).

c. Your credit or debit card provider or Paypal.

13. 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.

14. 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.

15. Any claim from **you** not wanting to travel due to the need to quarantine on return to **your home area**.

16. Any claim due to a **regional quarantine**.

17. Any additional costs for tests/documentation the government or other regulatory authority introduce and are needed in order for **you** to travel to/from/in **your** destination or to return to **your home area** regardless of whether **you** knew when booking or not.

18. **Your** inability to travel due to **you** not producing vaccine certificates, medical tests/documents which are needed to travel.

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

## 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. Expenses incurred for medical tests required in the area **you** are travelling to/in/from or returning to **your home area**, or by the **public transport** provider (unless specifically needed for a repatriation arranged by our Emergency Assistance Line).

10. 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?

Long Delays - Has **your** flight been delayed for three hours or more?
 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 on your trip: 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. Any claim due to a **regional quarantine**.

11. Any additional costs for tests/documentation the government or other regulatory authority introduce and are needed in order for **you** to travel to/from/in your destination or to return to your home area regardless of whether **you** knew when booking or not.

12. Your inability to travel due to you not producing vaccine certificates, medical tests/documents which are needed to travel.

13. 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

- 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.Loss, theft of or damage to **baggage** left **unattended** at any time

8. Any virtual currency including but not limited to crypto-currency, including fluctuations in value

9. 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 (The Insurer). The Insurer is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the **UK** for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

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 or Isle of Man 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 or Isle of Man 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-V2.20:

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

Telephone: +44 (0)345 266 1872 Email: Insolvency-claims@ipplondon.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

Compliance Officer Liberty Mutual Insurance Europe SE 20 Fenchurch Street London EC3M 3AW Tel: +44 (0) 20 3758 0840 Email: complaints@libertyglobalgroup.com

#### quoting your policy and/or claim number;

If after making a complaint **you** are still not satisfied **you** may be entitled to refer the dispute to an independent organisation. This will depend on where **you** are based, please see below.

#### For policyholders and insured persons based in the UK

The Financial Ombudsman Service is a free and impartial service, who may be contacted at: Exchange Tower Harbour Exchange LondonE14 9SR Tel: 0800 023 4567 Website: www.financial-ombudsman.org.uk

To confirm whether **you** are eligible to ask the Financial Ombudsman Service to review **your** complaint find out more at <u>www.financial-ombudsman.org.uk</u>

#### **Data Protection**

Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, **we** may need to transfer certaininformation which **you** have provided to other parties.

#### Sanctions

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### Non-Assignment

No title, right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without the consent in writing of the Insurer hereon. Any attempt to assign rights or interests without the Insurer's written consent is null and void.

## 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 throughout 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. Loss, theft of or damage to ski equipment left unattended at any time.

7. 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 on piste
Sledging/Sleighing	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)

This policy is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

Bastion Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register

#### **Important Information**

We have not provided **you** with a personal recommendation as to whether this product if suitable for **your** needs so **you** must decide **yourself** whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **gadgets** during their **trip** against theft, accidental damage, breakdown and **accidental loss**.

Your Gadget must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, theft or loss occurred prior to the policy start date **your** claim will be refused and no premium refund will be due.

#### Introduction

You must read this policy document and the Schedule of Insurance together. The Schedule of Insurance tells **you** the period during which the policy is in force, what items are covered, and what level of cover applies to **your** insurance. Please check both documents carefully to make certain they give **you** the cover **you** want.

In return for the payment of **your** premium **we** will provide insurance for **your gadgets** during **your trip**, as stated in **your** Schedule of Insurance. This policy only covers **your gadgets** when in the care of **you** or a member of **your immediate family**.

Cover under this insurance is subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

#### Definitions

The words and phrases defined below have the same meaning wherever they appear in bold in this policy document.

Accessories – means items such as but not limited to, chargers, protective cases, headphones and hands-free devices, below the value of £150, that are used in conjunction with **your** insured **gadget** but excludes SIM cards and wearables. Evidence of ownership for **accessories** will need to be provided at point of claim. Cover is only in place for **accessories** purchased in the UK

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

Accommodation your hotel, resort, or other main residence where you are staying during your trip

Claims administrators - Davies Group Limited.

**Criteria: We** can only insure **gadgets** if **you** are able to provide Evidence of Ownership, and if they are:

- 1. Purchased by **you** as new in the UK, or;
- Purchased by you as refurbished in the UK as long as the refurbished gadget was sold with a minimum 12-month warranty, or gifted to you as long it meets the above criteria, and you are able to provide a UK Gift receipt, and
- 3. Are not more than 6 years old (18 months for laptops) at the time this policy is initially purchased, and;
- Are in your possession and in good working condition (not accidentally damaged) and;
- 5. Have not previously been repaired using non-manufacturer parts.

**Evidence of ownership** - A document to evidence that the **gadget you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, UK gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

**Excess** - An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

**Gadget**(s) – the portable electronic **gadget**/s that meet the **Criteria**, are insured by this policy, and shown on **your** Schedule of Insurance. **Gadgets** include: Mobile Phones, iPhones, iPads, Tablets, Camera's, Go Pro's, Smartwatches and Laptops. Please note **we** do not provide cover for drones.

**Immediate family** – **your** mother, father, son, daughter, spouse, domestic partner, or other family member who resides with **you** at **your** home.

Limit of liability – The maximum we will pay in respect of any one claim in relation to **your gadget**, will be limited to the replacement cost of each **gadget** being claimed for and, in any event, shall not exceed the maximum value of cover as shown on **your Schedule of Insurance** 

**Precautions** – all measures that would be deemed appropriate to expect a person to take in circumstances to prevent **accidental loss**, accidental damage or theft of **your gadgets**, such as keeping the **gadget** concealed when **you** are in a public place and the **gadget** is not in use.

**Proof of usage** – means evidence that the **gadget** has been in use since policy inception. Where the **gadget** is a mobile phone, this information can be obtained from **your** Network Provider. For other **gadgets**, in the event of an accidental damage claim this can be verified when the **gadget** is sent to **our** repairers for inspection.

**Schedule of Insurance** - the document provided to **you** following the purchase of this policy by **you** which includes the details of **your gadget** and which confirms **your** chosen level of insurance cover, **your** period of cover, the maximum sums payable under this policy and the **excess** payable.

**Trip** – means a **trip you** make that is outside of United Kingdom, and that occurs within the dates on **your** schedule of insurance.

**Terrorism** - means any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or gov-



ernment, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

**Unattended** –not within **your** sight at all times or out of **your** arms-length reach when away from **your accommodation** 

We, us, our - shall mean Inter Partner Assistance S.A. UK Branch

You, your, yourself – the person, who is over 18 years old, who owns the gadget(s) as stated on the Schedule of Insurance.

### What We Will Cover

A. Accidental Damage / Malicious Damage

We will arrange a repair if **your gadget** is damaged as the result of an accident or malicious damage whilst on **your trip**. If **your gadget** cannot be economically repaired, it will be replaced.

#### B. Theft

If **your gadget** is stolen whilst on **your trip**, **we** will replace it. Where only a part or parts of **your gadget** have been stolen, **we** will only replace that part or those specific parts.

#### C. Accidental loss

If **you** accidentally or unintentionally lose **your gadget** whilst on **your trip**, **we** will replace it.

#### D. Breakdown

If **your gadget** suffers electrical breakdown whilst on **your trip**, which occurs outside of the manufacturers guarantee period, **we** will repair it. If **your gadget** cannot be economically repaired, it will be replaced. This cover is not available on laptops.

#### E. Unauthorised Call/Data Use

If **your** mobile phone is lost or stolen whilst on **your trip** and is used fraudulently, and **your** claim is covered by **your** policy, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to a maximum value of £10,000 for any one claim. This includes calls, messages, downloads and data made / used from the time it was **accidentally lost** or stolen up to a maximum of 24 hours from discovery of the incident.

#### F. Liquid Damage

If **your gadget** is damaged as a result of accidentally coming into contact with any liquid whilst on **your trip**, **we** will repair it. If it cannot be repaired **we** will replace it.

#### G. Accessories

If **your** claim for **your gadget** is approved, **we** will replace any **accessories** that were **accidentally lost**, stolen or accidentally damaged at the same time as **your gadget** up to a maximum value of  $\pounds$ 150.

If **we** replace **your gadget** with a different make or model and this means that **you** can no longer use **your** existing **accessories**, **we** will replace them too, up to a maximum value of £150.

## What We Will Not Cover

Your gadget is not covered for:

1. Theft:

- from any motor vehicle where you or someone acting on your behalf is not in the vehicle, unless the gadget has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors have been closed and locked and all security systems have been activated. A copy of the receipt for any repairs made following the damage caused in gaining entry to the locked vehicle must be supplied with any claim;
- from any unattended building or premises (including your accommodation) unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the receipt for any repairs made for such damage must be supplied with any claim;
- when away from your accommodation, or when in your accommodation with invited guests or other people; unless the gadget is concealed on or about your person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer);

- where your gadget was in the possession of a third party (other than a member of your immediate family) at the time of the event giving rise to a claim under this insurance;
- where the gadget has been left unattended when it is away from your accommodation (including being in luggage during transit); or
- where all available precautions have not been taken to prevent theft;

### 2. Loss or damage caused by:

- you deliberately damaging the gadget;
- you not following the manufacturer's instructions;
- the use of non-manufacturer approved accessories;

#### 3. Repair or other costs for:

- routine servicing, inspection, maintenance or cleaning;
- loss caused by a manufacturer's defect or recall of the gadget;
- repairs carried out by persons not authorised by **us**;
- liquid damage to your gadget where the event causing the need to claim involved you taking your gadgets on a boat, other water vessels, or whilst taking part in water activities.
- wear and tear or gradual deterioration of performance;
- cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance;

4. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.

5. Any loss of a SIM (subscriber identity module) card.

6. 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** unless relating to unauthorised call/data use for **your** mobile phone up to the maximum value of  $\pm 10,000$ .

7. The policy **excess** - if **you** make a claim, an **excess** fee, as stated in the schedule of benefits, applies which must be paid to **us** before **your** claim can be settled.

8. Loss of or damage to **accessories** that were not attached to **your gadget** at the time of the incident.

9. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.

10. Any claim for **accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your gadget**.

11. Any claim for any **gadget** that was purchased as second hand or used, that is not a refurbished **gadget**, sold with a minimum 12 month warranty

11. Reconnection costs or subscription fees of any kind.

#### 12. War Risk

**Terrorism**, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

#### 13. Nuclear Risk

- Damage or destruction caused by, contributed to or arising from:
- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

#### 14. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

#### 15. Loss of Data or Software

Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.

16. Any indirect loss or damage resulting from the event which caused the claim under this policy.



17. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.

18. Value Added Tax (VAT) where you are registered with HM Revenue and Customs for VAT.

19. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction.

## **Claim Settlement**

- The intention of this policy is to put you back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the gadget cannot be replaced with an identical gadget of the same age and condition, we will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original gadget. We cannot guarantee that the replacement gadget will be the same colour as the original item.
- 2. Repairs will take place on your return to the UK and will be carried out using readily available parts. Where possible we will use Original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by us under this policy invalidate your manufacturer's warranty, we will repair or replace your gadget for the remaining period of your manufacturer's warranty in line with your manufacturer's warranty terms and conditions.
- In the event of a valid claim resulting in the replacement of the gadget, this policy will automatically cover the replacement gadget.
- 4. All blocks must be removed from **your gadget** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in **your** claim being delayed, and/or, **your gadget** being returned to **you**.

## **Conditions And Limitations**

- 1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.
- 2. This insurance only covers gadgets bought in the UK. Cover automatically extends to include use of the gadgets anywhere in the world for your trip and is subject to any repairs being carried out in the UK by repairers approved by us. No cover is provided for claims where you are travelling against the FCDO advice as outlined in clause 7 under 'General Exclusions' on page 14.
- 3. The gadget(s) must not be more than 6 years old (18 months if the gadget is a laptop), must be purchased in the UK as new, or if refurbished, purchased with a minimum warranty period of 12 months, and you must be able to provide evidence of ownership when it is requested. Evidence of ownership should include the make, model and IMEI/serial number of the gadget and must be in your name or, you must be in possession of a UK gift receipt.
- 4. You must provide us with any receipts, documents or evidence of ownership, that it is reasonable for us to request.
- 5. This insurance may only be altered, varied or its conditions altered or premium changed by **us** giving **you** 30 days' notice in writing.
- You cannot transfer the insurance to someone else or to cover any other gadget(s) without our written permission.
- You must take all available precautions to prevent any loss or damage.
- Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

## Cancellation

## Your right to change your mind (withdrawal period)

**You** may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

On receipt of **your** written notice of cancellation **you** will receive a full refund of all premium paid provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

If a claim has been made by **you we** will not refund any premium.

If **you** do not exercise **your** right to cancel during the 14 day period, **your** policy will continue as normal.

#### Cancellation by you after the withdrawal period

If you wish to cancel your insurance after the initial 14 day withdrawal pe-

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riod **you** can do so by writing to Suite 5, Floor 3, Kings Court, London Road, Stevenage, SG1 2NG, or by telephoning 0203 475 4682, or by emailing travel@outbackerinsurance.com

If **your trip** has already started, or if a claim has been made by **you we** will not refund any premium. If **your trip** has not yet started, **we** will refund 50% of **your** premium.

If **you** have an annual multi **trip** policy, **you** will receive a pro rata refund for the unused months, up to a maximum of 50% of the premiums paid.

## **Claims Procedure**

#### 1. **You** must:

- notify the claim administrators on 0345 0744828 or by emailing gadgetclaims@davies-group.com. as soon as possible but ideally within 48 hours of **your** return to the UK; or **you** can log **your** claim online by visiting **our** portal: https://bastion.davies-group.com
- report the theft or accidental loss of any gadget, within 24 hours of discovery to your Airtime Provider and blacklist your handset;
- report the theft or loss of any gadgets to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim and a lost property number in support of an accidental loss claim; Please note any delay in reporting an incident to the claim administrators, your Airtime Provider or the Police may invalidate your right to claim under the policy.
- provide us with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers; and

2. If **we** replace **your gadget**(s) the damaged or lost item becomes **our** property. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

3. The appropriate excess, as shown in the schedule of benefits, must be paid before your claim can be approved.
Please address all claims correspondence to the Claims administrators: Davies Group,
Unit 8
Fulwood Business Park
Caxton Road
Preston
PR2 9NZ
gadgetclaims@davies-group.com
To help us improve our service we may record or monitor telephone calls.

## Warning

If **you** or anyone acting on **your** behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under this insurance, **we** will not pay the claim and cover under this and all other insurances currently in force with **us** with which **you** are connected will cease immediately. **You** will not be entitled to any refund of premium under any policy.

We will process your claim under the terms and conditions of this insurance based on the first reason notified to us for the claim. If your claim is not covered and you then submit a claim having changed the circumstances of the loss or damage we consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

## **Consumer Insurance Act**

You are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. You must tell us of any changes to the answers you have given as soon as possible.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

## Complaints

## Claims / Service

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact The Customer Services Director. The contact details are:

#### **Claims administrators**

Davies Group, Unit 8 Fulwood Business Park Caxton Road Preston PR2 9NZ Email: gadgetcomplaints@davies-group.com Telephone: 0345 074 4788

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

The claim administrators will make every effort to resolve **your** complaint immediately. If they cannot resolve **your** complaint by the end of the next working day they will acknowledge **your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.

If they are unable to resolve **your** complaint in this time they will write to advise **you** of progress and will endeavor to resolve **your** complaint within the following four weeks.

If **you** are still dissatisfied after receiving their final response letter **you** may refer **your** complaint to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR www.financial-ombudsman.org.uk

You have the right of referral within six months of the date of your final response letter. Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

## **Compensation Scheme**

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

## **Data Protection**

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about **you**, in order to evaluate **your** claim and provide other services as described in this policy,
- b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with an insurance gadget cover claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **gadget** claim, which **you** have provided for the purpose of validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.



We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources, in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK and both within and outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance S.A. UK Branch or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk.

Alternatively, a hard copy is available from **us** on request.

## **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 the sale or cover provided under **your** policy, please contact **us** as follows:

#### **Outbacker Insurance**

Suite 5, Floor 3, Kings Court, London Road, Stevenage, SG1 2NG Tel: 0207 183 0885 complaints@outbackerinsurance.com

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.

## **BASTION INSURANCE SERVICES LTD**

Section 9 of this policy is provided by Bastion Insurance Services Ltd on behalf of Inter Partner Assistance S.A. UK branch. Registered address; 106-118 Station Road, Redhill, RH1 1PR. UK branch is a branch of Inter Partner Assistance S.A. (FCA number 202664).

Details on how **your** information will be used by Bastion Insurance Services Ltd can be found under section 9 of **your** policy wording.



## **IMPORTANT TELEPHONE NUMBERS**

Emergency and medical service from anywhere in the World: +44 (0) 1473 356451 From the United Kingdom: 01473 356451

To make a claim under all sections (except Gadget cover and Scheduled Airline Failure/End Supplier Failure) please contact: Cega Travel Claims, PO BOX 127, Chichester, West Sussex, PO18 8WQ Phone: 03300945091 Legal expenses only: 0238 0857423

To make a claim for **Gadget** Cover please contact: **Claims Administrators:** Davies Group, Unit 8 Fulwood Business Park Caxton Road Preston PR2 9NZ Phone: 0345 074 4788 Email: gadgetclaims@davies-group.com Online claim portal - https://bastion.davies-group.com

To make a claim for End Supplier Failure please contact: IPP Claims at Sedgwick 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)

