




Outbacker

TRAVEL INSURANCE WORDING



CONTENT

Useful Information	3
Introduction	5
Words with special meanings	5
About your insurance contract	7
Pre-existing medical conditions	8
Sports and other activities	9
Important conditions relating to your policy	11
Making a claim	11
Schedule of benefits	13
Exclusions and conditions	14
General exclusions applying to your policy	14
Section 1- Cancelling or cutting short a trip	16
Section 2- Medical emergency and repatriation expenses	17
Section 3 - Disruption or delay to travel plans	18
Section 4 - Personal belongings and money	19
Section 5 - Legal and liability	20
Section 5a - Legal expenses and assistance	20
Section 5b - Personal liability	20
Section 6 - Personal accident	21
Section 7 - End supplier failure	21
Section 8 - Winter sports (only purchased if shown on your insurance validation certificate)	22
Section 9 - Gadget cover extension (only purchased if shown on your insurance validation certificate)	23
Complaints procedure	27
Important Telephone Numbers	28

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:

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

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

Any complaint you may have should in the first instance be addressed to the relevant helpline as outlined within the policy wording. If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of addresses and contact numbers can be found within the 'Complaints procedure' section.

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

IMPORTANT TELEPHONE NUMBERS

Customer Sales and Service Helpline

0203 475 4682 or sales@outbackerinsurance.com

International Emergency Medical Assistance Service:

01473356451

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

03300945091

Gadget Cover Claims:

0330 041 2872 or outbacker@taurus.gi

End Supplier Failure Claims:

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

INTRODUCTION

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

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

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

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

WORDS WITH SPECIAL MEANINGS

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

Accident(s)/Accidental

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

Baggage

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

Natural Disaster

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

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

Close relative

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

Cut short/Cutting short

Either:

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

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

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

Excess

The **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)

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

Gadget Cover can be any one of the following items:

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

Home

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

Home area

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

Important Documents

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

Insurance Period

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

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

Insured Person/You/Your

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

Insurer

AXA Insurance **UK** plc.

Medical condition(s)

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

Medical practitioner

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

Personal Money

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

Pre-existing medical condition(s)

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

Pre-paid charges

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

Public Transport

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

Redundant/Redundancy

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

Ski equipment

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

Terrorist Action

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

- a) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- b) the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the

general public, or to intimidate or coerce one or more such segments;

c) the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

Travelling Companion

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

Trip(s)

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

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

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

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

Trips home

This policy also entitles **you** to one return visit to **your home** before **your** intended return date (as specified on **your** insurance validation certificate) for up to a maximum duration of 14 days excluding any return for which a claim is being made as a result of Emergency Medical, Repatriation or **cutting short your trip**. Cover is suspended from the time **you** 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) 5 Old Broad Street, London EC2N 1AD. Registered in England No. 78950, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202312.

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

Under sections 9 of this policy – means ERGO TIS on behalf of Great Lakes Insurance SE (GLISE). Registered in the UK, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN.

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

Financial Services Compensation Scheme (FSCS)

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

Our part of the insurance contract is as follows

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

Cancellation

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

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

- 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 Register
- d) If **you** use threatening or abusive behaviour or language towards **our** staff or suppliers.

In each case no refund of premium will be made.

Duration

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

Non-payment of premiums

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

Cancellation period

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

documents, no premium refund will be made.

Conditions which apply to your policy

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

You must prevent loss, theft or damage

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

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

Reciprocal Health Agreements EU, EEA or Switzerland

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

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

Australia

If **you** require medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **your** local Post Office. Alternatively please call the Emergency Medical Assistance Service for guidance. If **you** are admitted to hospital contact must be made with the Emergency Medical Assistance Service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

New Zealand

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

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

Important conditions relating to health.

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

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

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

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

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	

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 Buggy*	Kite Surfing land/water*
Lacrosse	Lifeguards (non beach) Cover for swimming pools, leisure only
Marathon Running	Martial Arts
Modern Pentathlon	Mountain Boarding
Mud Buggy*	Orienteering (Walking only without the use of mechanised vehicles)
Parascending over land	River Tubing
Rock Scrambling Must be organised and take adequate safety precautions	Roller Hockey
Safari with guns	Sand Boarding

CATEGORY C

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

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

IMPORTANT CONDITIONS RELATING TO YOUR POLICY

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

Policy information

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

MAKING A CLAIM

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

How to make a claim for any of the following:

For all claims follow these steps:

1. Find the relevant section listed below and ensure that **you** have all the claims evidence **we** require.
 2. Telephone the relevant helpline listed in the 'Important telephone numbers' section 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 Taurus on 0330 041 2872 (local rate call) or outbacker@taurus.gi as soon as reasonably possible of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, as soon as reasonably possible.

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

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

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

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

SCHEDULE OF BENEFITS

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

† No excess is applicable for sections marked

EXCLUSIONS AND CONDITIONS

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,
- » 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 and Development Office (FCDO) or regulatory authority in a country to/from which **you** are travelling has advised against all travel (Cover will be excluded under all sections other than claims arising from new FCDO advice resulting in **you** not being able to travel or **cutting short** the **trip** before completion, as provided for under Section 1 - Cancelling or **cutting short a trip**). For example if **you** book a **trip** to an area the FCDO has advised against all travel and that advice was in place when **you** booked and **you** have to claim, no cover will be in place.

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.

SECTION 1- CANCELLING OR CUTTING SHORT A TRIP

Introduction

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

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

European Union (EU) Regulation

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

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

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

What is covered

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 accident , illness, disease, or pregnancy complication of you , your travel companion, your close relative or your colleague	✓	✓
Compulsory quarantine preventing you from leaving your home in your country of residence or whilst at destination.	✓	✓
Jury service attendance or being called as a witness at a Court of Law (other than in an advisory or professional capacity) of you or your travelling companion(s).	✓	✓
Redundancy of you or your travel companion	✓	✓
You or your travel companion have leave withdrawn and are a member of the Armed Forces (including reserves and territorial), Emergency Services, medical or nursing professions (in the public sector) or Senior employees of the Government	✓	✓
The Travel Advice Unit of the Foreign, Commonwealth and Development Office (FCDO) or other regulatory authority in a country in which you are travelling advising against all travel or all but essential travel to the area you are travelling to/in (but not including where advice is issued due to a pandemic) providing the advice came into force after you purchased this insurance or booked the trip (whichever is the later) and was within 21 days of your departure date.	X	✓
No suitable alternative public transport is provided within 24 hours of the scheduled time of departure following delay or cancellation of your public transport	✓	X
Insolvency of the accommodation providers or their booking agents or Natural disaster	✓	✓

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 for quarantine when quarantine is upon the return to the **United Kingdom**/country of residence.
16. Anything mentioned in General exclusions applying to **your** policy Section which are applicable to all sections of the policy.

Introduction

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

What is covered

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

1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of **your home area**.
2. Emergency dental treatment incurred outside of **your home area** for the immediate relief of pain only up to amounts shown in the schedule of benefits.
3. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem of which **you** are able to provide evidence.
4. The cost of taxi fares for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for **you**.
5. If **you** die outside **your home area** the cost of funeral expenses abroad plus the cost of returning **your** ashes or **your** body to **your home**.
6. Additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay beyond **your** scheduled return date. This includes, with the prior authorisation of the Emergency Medical Assistance Service, reasonable additional transport and/or accommodation expenses for a **travelling companion**, friend or **close relative** to stay with **you** or travel to **you** from the **UK** or escort **you home**. Also additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.
7. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Medical Assistance Service agree otherwise. If the Emergency Medical Assistance Service confirm an alternative method of travel is required this will only apply for the ill or injured **insured person**.
8. **We** will pay **you** up to the amount shown in the schedule of benefits for every complete 24 hour period **you** are in hospital or confined to **your** accommodation on the advice of a **medical practitioner**. An overall maximum limit applies.

Special conditions relating to claims

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

1. **You** must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an **accident**, illness or disease which requires **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. If **you** suffer injury due to an **accident**, illness or disease **we** reserve the right to move **you** from one hospital to another and/or arrange for **your** repatriation to the **UK** at any time during the **trip**. **We** will do this, if in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and/or travel safely to **your home area** or a suitable hospital nearby to continue treatment.
3. This is not a private medical insurance policy. The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until **your** return to **your home area**. **Our** decisions regarding the treatment or surgery that **we**

will pay for (including repatriation to **your home area**) will be based on this.

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

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

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

What is not covered

1. The **excess**.

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

3. Any claim caused by participating in a sport or activity where the policy doesn't cover the sport or activity which **you** are taking part in.

4. Any claim caused by participating in a Winter Sports activity unless **you** have purchased the upgrade and it is shown as purchased in insurance validation certificate.

5. Pregnancy, without any accompanying **pregnancy complication**.

This policy excludes any costs incurred because of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

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

7. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip** or had to extend **your trip**. In addition, if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.

8. Any claims arising directly or indirectly from:

- a) The cost of treatment or surgery, including exploratory tests, which are not related to the injury due to an **accident** or illness which necessitated **your** admittance into hospital.
- b) Any expenses which are not usual, reasonable or customary to treat **your** injury due to an **accident**, illness or disease.
- c) Any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
- d) Expenses incurred in obtaining, replenishing or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued whilst on **your trip**.
Where possible and with the agreement of **your medical practitioner**, **you** should always travel with plenty of extra medication in case of travel delays.
- e) Additional costs arising from single or private room accommodation.
- f) Treatment or services provided by a health spa, convalescent, physiotherapist or nursing **home** or any rehabilitation centre unless agreed by the Emergency Medical Assistance Service.
- g) Any costs incurred by **you** to visit another person in hospital or costs incurred by others to visit **you** in hospital.
- h) Any expenses incurred after **you** have returned to **your home area**.
- i) Any expenses incurred in the **UK**.
- j) Expenses incurred because of a tropical disease where **you** have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.
- k) Any expenses incurred after the date on which **we** attempt to move **you** from one hospital to another and/or arrange for **your** repatriation but **you** decide not to be moved or repatriated.

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

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

Introduction

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

European Union (EU) Regulation

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

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

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

What is covered Missed Departure

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

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

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

Travel Delay

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

Travel Disruption

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

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

Special conditions relating to claims

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

1. **You** must seek financial compensation, assistance or a refund of **your**

costs from **your** travel provider and invoke **your** rights under EU Air Passenger Rights legislation in the event of cancellation or delay of flights if applicable.

2. **You** must allow enough time to arrive at the departure point and check in for **your** outward or return journey

What is not covered

1. The **excess**.

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

3. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.

4. Any strike or adverse weather that was publicly announced prior to **you** purchasing **your** policy or within 7 days of booking any **trip**.

An example of publicly announced adverse weather would be the point which an impending weather event is officially named by the Met Office, Environment Agency or any similar body.

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

- The providers of the accommodation, their booking agents, travel agent or compensation scheme.
- The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
- 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:

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

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

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

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

SECTION 4 - PERSONAL BELONGINGS AND MONEY

Introduction

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

What is covered

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

- Baggage**
- Valuables**
- Personal money** (excluding cash)
- 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:

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

- Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- Compensation or legal costs arising directly or indirectly from:

- Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
- Pursuit of any business, trade, profession or occupation or the supply of goods or services.
- Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
- The transmission of any contagious or infectious disease or virus.
- Your** ownership, care, custody or control of any animal.
- Any claim where the incident occurred within the **UK**.

- 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:

- in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (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 -

- Your** death,
- Loss of limb*,
- 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

- Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- Benefit is not payable to **you**:

- Under more than one of benefit 1, 2 or 3 in the table above.
- 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%).
- Under benefit 3 until one year after the date **you** sustain injury due to an **accident**.

- 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:

- Medical or surgical procedures or
- Illness, infection or bacteria or
- 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:

- 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
- 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:

- Travel or Accommodation not booked within the United Kingdom, Channel Islands or Isle of Man prior to departure
- 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
- 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.
- The Financial Failure of any travel agent, tour organiser, booking agent or

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

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@iplondon.co.uk
Website: www.iplondon.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
London E14 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 www.financial-ombudsman.org.uk

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 certain information 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.

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
Sledging/Sleighting	Snowboarding
Tobogganing	Cat Skiing/Boarding within local ski patrol guidelines
Kite Skiing/Snowboarding*	Ski Randonee
Ski touring	Ski-dooing*
Snow Mobiling*	Speed Skating
Glacier Skiing	Ice Hockey

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

This gadget cover is arranged and administered by Taurus Insurance Services Limited and underwritten by ERGO TIS on behalf of Great Lakes Insurance SE (GLISE) (referred to as “we/us/our” in this gadget section).

Please note: The following section applies to **your gadget** cover benefit (E1) and also if **you** have paid the required additional premium for the **gadget** cover extension (E2) which will be shown in **your policy schedule**.

Introduction

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

Terms and Conditions

This insurance is arranged, and claims administered by Taurus Insurance Services Limited (**claims administrator**) an insurance intermediary licenced and authorised in Gibraltar by the Financial Services Commission under Permission Number 5566 and authorised by the Financial Conduct Authority in the UK under registration number 444830.

The Insurer is ERGO TIS on behalf of Great Lakes Insurance SE (GLISE) (referred to as “we/us/our” in this Travel Gadget Insurance Policy). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. 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. ERGO TIS is registered in the UK, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. Authorised and regulated by the Financial Conduct Authority, register number 805870.

We (the Insurer) have entered into a Binding Authority Contract reference number TAURUS01032021 with Taurus under which **we** have authorised Taurus to issue these documents on **our** behalf.

Confirmation of Cover

When **you** purchased **your gadget** Insurance **you** selected the level of cover suitable for **you**. **Your** level of cover will be confirmed in **your policy schedule**. Please ensure **you** keep **your policy schedule** in a safe place.

Definitions

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

Accidental Damage - Means the sudden unforeseen and unintentional damage to **your gadget**. This includes damage to screens and damage resulting from sudden and unforeseen liquid damage.

Business - Means a company where **you** are a director or employee of that company.

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

Computer virus - Means a self-replicating program that spreads by inserting copies of itself into other executable code or document, that is loaded onto **your gadget** without **your** knowledge and runs against **your** wishes.

Consent - Means

- your** agreement on **your** own behalf; and,
- Where **you** are the legal parent or guardian of children under the age of 16 to be insured on the policy, on their behalf; and
- your** warranty that, **your** spouse or partner and any other children aged 16 and above to be insured on the policy, have given their agreement; and
- your** warranty that, where **you** are NOT the legal parent or guardian of children under the age of 16 to be insured on the policy but **your** spouse or partner is, that **your** spouse or partner has given his/her agreement on their behalf.

Custom Built - Means a complete computer or laptop made from components supplied and assembled by qualified engineers at a UK VAT registered company, or the equivalent tax registration if purchased overseas.

Excess – The initial amount **you** will be responsible for, in respect of each and every valid claim, per **person insured**, as detailed in **your** policy schedule.

Gadget

– the item(s), excluding accessories which belong to:

- you**, or
- a **business** where **you** have the relevant authority and responsibility to use and insure the **gadget(s)** owned by the **business**. Confirmation of this will be required in the event of a claim.

For the purpose of this policy a **gadget** can be any one of the following items:

Mobile Phones, Tablets, Laptops and PC’s (including custom built), Digital Cameras, PC Monitors, MP3 Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Earphones, Portable Health Monitoring Devices (such as a blood glucose or blood pressure testing kit), Wearable Technology (such as a Smart Watch or a Health and Fitness Tracker).

Gadget Criteria:

We can only insure **gadget(s)** that are:

- purchased new or refurbished from a **UK VAT** registered company, or the equivalent tax registration if purchased overseas, and supplied with a **proof of purchase** (original purchase receipt or phone contract showing IMEI No).
- purchased second hand or gifted to **you**, provided that **you** have the original **proof of purchase** (which corresponds to notes 1 above) and a signed letter from the original owner confirming that **you** own the **gadget(s)**. The letter must include the following details of **your gadget(s)**:
 - either the IMEI or serial number (whichever is applicable);
 - the make and model;
 - the sale price (**your purchase price**);
 - confirmation that the **gadget(s)** were in full working order at the time of sale.

Immediate Family – **your** spouse, partner or parents or **your** children, brothers or sisters who are travelling with **you** on **your trip**.

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

Malicious Damage -the intentional or deliberate actions of another party, not including **you** or immediate family, which causes damage to **your gadget**.

Person Insured – Means each person shown on the **policy schedule**, for whom the appropriate premium has been paid and referred to as '**you/your**'.

Proof of Purchase – Means the original printed receipt or a similar electronic record that can be sent to **us** or displayed in its original format, not handwritten, provided at the original point of sale that gives details of the gadget(s) purchased and helps support proof that **you** are the legal owner the **gadget(s)** and enables the age of the **gadget(s)** to be reasonably identified.

The document should include confirmation of the IMEI or serial number of the **gadget(s)**, the purchase date, the **purchase price**, and detail the UK VAT registration number of the company (or the equivalent tax if purchased overseas).

For **Gadget(s)** that are gifted to you - **We** will require a signed letter from the original owner confirming that **you** own the **gadget(s)**.

For the purchase of Second-Hand **gadget(s)** - A printed receipt or electronic record provided by a retailer or person selling the second-hand **gadget(s)** is not acceptable as **Proof of Purchase**.

Delivery notes are not an acceptable form of **proof of purchase**.

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

Policy Schedule – A summary of **your** Cedar Tree Travel Insurance Policy which includes details of **your** Travel Gadget Cover.

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

Theft - Means the taking of the **gadget** by a third party with the intention of permanently depriving **you** of it, using force, threat of violence or by pickpocket.

Please note: **Theft** and **Loss** needs to be reported to the appropriate local Police authorities and **your** network provider (if applicable) within 24 hours of discovering the incident. **Theft** claims must also be accompanied by a valid Police crime reference report. **Loss** property reports and reference numbers on their own will not be accepted in support of a **Theft** claim.

Unauthorised Usage

The cost of unauthorised calls, messages and downloads made from **your gadget** after it was stolen. Cover will only apply within 24 hours of discovery of the **theft** of **your gadget**. Itemised bills must be provided to support **your** claim.

Please note: This cover will only apply if there is no protection from such losses from **your** network provider.

Unattended

Means that the **gadget(s)** are neither on **your** person or within **your** sight and/or reach

Warranty - Means the period where the **Claims Administrator** will resolve any defects in materials and workmanship when they repair or replace **your gadget** in the event of a claim, when **your gadget** is used normally in accordance with manufactures guidelines. For repairs the **warranty** provided is 3 months and for a replacement the **warranty** provided is 12 months. This **warranty** will also include the costs associated with transporting the device to and from the **Claims Administrators** selected repair centre. The **warranty** does not cover wear and tear, damage by computer viruses, normal maintenance, **accidental damage** or any indirect loss.

We, Us, Our – the Insurers, ERGO TIS on behalf of Great Lakes Insurance SE (GLISE).

You, Your - Each **person insured** shown on the **policy schedule**.

What we will cover

A. Accidental Damage

We will repair or replace **your** gadget if it is damaged as the result of **accidental damage**, providing the **gadget** is returned to the **Claims Administrator**.

B. Loss

If **you** accidentally lose **your gadget**, **we** will replace it (in respect of a valid **loss** claim).

C. Malicious Damage

If **your gadget** suffers **malicious damage**, **we** will repair or replace it. Where only part or parts of **your gadget** have been damaged, **we** will only replace that part or parts.

D. Theft

If **you** suffer **theft** of **your gadget**, **we** will replace it (in respect of a valid **theft** claim).

D. Unauthorised Usage

If **your gadget** is stolen, **we** will refund the cost of **unauthorised usage** up to the limit as shown in **your policy schedule**

Please note: This cover will only apply if there is no protection from such losses from **your** network provider.

What we will not cover

General Exclusions

We will not pay for:

- 1. Your excess** which applies as shown on page 5 of this policy wording.
- Any claim that occurs whilst **you** are not on a **trip**.
- any claim where **you** cannot provide a printed, or similar electronic record that can be sent to **us** in its original format, **proof of purchase** (along with a signed transfer of ownership letter where the **gadget** has been purchased second hand or gifted to **you**)
- any claim where the policy was not purchased in the **United Kingdom**.
- any claim for a **gadget** that does not meet the "Criteria" as listed within the definition of **gadget**.
- any claim where **proof of usage** cannot be provided or evidenced (applicable where the **gadget** is a SIM enabled device or in respect of a laptop/tablet where user history is available).
- where the **gadget** has been stolen from any motor vehicle or building, unless all protections are in operation (including those to prevent unauthorised keyless entry to vehicles) and the **gadget(s)** is concealed out of sight so that forced and violent entry causing damage is required. Evidence of the thief's damage must be provided with **your** claim
- Loss, theft** of or **accidental damage** to any accessories
- any claim where **you** knowingly leave **your gadget** somewhere **unattended** and it is at risk of being lost, stolen or damaged. For example - where **your gadget** is left at the side of a sports pitch whilst **you** are participating in the sport.
- any **loss, theft** or **accidental damage** of the **gadget** left as checked in baggage.
- any **loss, theft** or **accidental damage** to the **gadget** as a result of confiscation of detention by customs, other officials or authorities.
- any claim where the **gadget** wasn't in good condition and in full working order at the time **you** commence **your trip**
- any claim where **you** have failed to take reasonable precautions to prevent damage, **theft** or **loss**. This will include:
 - not using **your gadget** in accordance with the manufacturer's instructions;
 - not handing **your gadget** to a person who is not known to **you** or a third party, other than **your immediate family**.
- any claim where the IMEI/Serial number cannot be determined from **your gadget**.
- any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
- any **unauthorised usage** unless associated with a valid **theft** or **loss** claim.
- any repairs or other costs for repairs carried out by anyone not author-

ised by **us**.

18. any claim where there is evidence that the **damage, theft or loss** occurred prior to the commencement of **your trip**.

19. loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **computer virus** or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

20. any claim for **malicious damage** which was caused by **you** or **your immediate family**.

21. the VAT element of any claim if **you** are registered for VAT.

22. any **damage, theft or loss** to SIM or memory cards in isolation (unless it accompanies a valid claim for **your gadget**).

23. cosmetic damage to the **gadget** that has no effect on the functionality of the **gadget**, to include marring, scratching and denting.

24. any modifications that have been made from the original specifications of the **gadget**. This would include things like adding gems, precious metals or unlocking **your gadget** from a network

25. loss of any software or firmware failures.

26. any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.

27. any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

28. 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**.

29. any claim for **damage, theft or loss** caused by deception.

30. any **loss, damage**, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, **computer virus** or process or any other electronic system.

31. any claim where **you** have travelled to a country where the Foreign, Commonwealth and Development Office (FCDO) have advised against all travel or all but essential travel. Please check the FCDO travel advice line at <https://www.gov.uk/foreign-travel-advice> or contact 020 7008 1500.

Conditions and limitations

Claims procedure

How to make a claim

Contact Taurus on 0330 041 2872 (local rate call) or outbacker@taurus.gi as soon as reasonably possible of discovering the incident (or in the event of an incident occurring outside of the **United Kingdom**, as soon as reasonably possible of returning to the **United Kingdom**). Exceptional circumstances causing **your** delay in reporting **your** claim and where there is no additional loss to **us** may be considered.

You must: (Failure to observe these may invalidate **your** claim)

a) report the **theft or loss of your gadget** to **your** network provider within 24 hours of discovery so they can blacklist **your** handset/item (where this is applicable).

b) report the **theft or loss of your gadget** to the Police within 24 hours of discovery and obtain a crime reference number in support of a **theft** claim and a copy of the police report.

c) Not attempt to repair the item **yourself** or use an unauthorised repairer or this will invalidate the cover

d) complete and return any claim form or documents as required by the **Claims Administrator** within a reasonable time frame of the incident date with any other requested documentation.

e) Pay the **excess** as requested by the **Claims Administrator**

f) provide details of any other contract, guarantee, **warranty** or insurance that may apply to the **gadget** including, but not limited to, household insurance (where appropriate a rateable proportion of the claim may be recovered direct from these Insurers)

g) provide the **proof of purchase** of the **gadget** for which **you** are claiming. Such **proof of purchase** must evidence that **you** own that particular **gadget**, which may include the IMEI number or serial number (where applicable in respect of mobile phones and laptops) and other identifying details where appropriate.

h) provide the **proof of usage** (in respect of mobile phones or other SIM

enabled device) from **your** Network that confirms the **gadget** has been in use since the start of **your trip** and up to the event giving rise to the claim.

i) Not format **your gadget(s)** in such a way that makes obtaining the last usage date impossible

Repair and Replacement Equipment

a) all repairs to **gadgets** are issued with a 3-month **warranty** (the **gadget** must be returned to the **Claims Administrator** in the event of a claim under that **warranty**)

b) In the event that **your** claim is authorised, and **your gadget** is deemed beyond economical repair and will therefore have to be replaced, the **Claims Administrator** will endeavour to replace it with a **gadget** of an identical specification or the equivalent value taking into account the age and condition of the **gadget**. Where the **Claims Administrator** replace the **gadget(s)**, the replacements may be pre-owned, refurbished or re-manufactured (not brand new). This is not a new for old insurance policy. (Gift cards or vouchers may be used as an alternative method of claims settlement at the **Claims Administrators** full discretion).

c) Where the **Claims Administrator** sends **you** a replacement or repaired **gadget**, this will only be sent to an address in the **United Kingdom**

d) **Please note:** it may not always be possible to replace **your gadget** with the same colour or finish, where this is not possible an alternative colour will be provided.

e) Where replacement equipment has been issued and the original **gadget** is recovered, the original **gadget** becomes **our** property and must be returned to the **Claims Administrator** immediately. Please call the **Claims Administrator** on 0330 880 1756 (local call rate) and they will provide details for its return.

f) All replacement items are issued with a 12-month **warranty** (the item must be returned to the **Claims Administrator** in the event of a claim under the **warranty**)

g) If **your** existing accessories are not compatible with the replacement item that the **Claims Administrator** have provided, **we** will cover the cost of replacing the accessories, on production of **your proof of purchase** for these.

h) **Warranty** claims for **gadget(s)** damaged in transit will only be accepted where they are reported to the **Claims Administrator** on 0330 880 1756 (local rate call) within 48 hours of delivery and the packaging is retained to allow an investigation to be carried out

Limit of Liability

Our liability, in respect of any one claim, will be limited to the replacement cost of each **gadget** being claimed for and, in any event, shall not exceed the maximum liability for each **gadget** as shown on **your** Schedule of Insurance, the original **purchase price** or the current market value of each **gadget**, whichever is the lesser amount, but not exceeding the cost to replace the **gadget** with an identical or equivalent model.

a) Average Clause

Where the sum insured by **you**, as detailed in **your** Schedule of Insurance, is less than the purchase price of the **gadget(s)** the amount **you** are able to claim may be calculated as follows:

Amount of Claim = Actual Loss × (sum insured / purchase price)

b) Sanctions limitation and exclusions

We shall not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Fraud

We and/or the **Claims Administrator** employ a dedicated team of fraud specialists. If any fraudulent or misleading claim is made or if any fraudulent or misleading means are used under this insurance, **you** will not be allowed to continue with **your** claim. A fraudulent or misleading act can be, but not limited to, one of the following if **you** or anyone acting for **you**:

- Makes a claim knowing the claim to be false or fraudulently exaggerated
- Makes a statement in support of a claim knowing that statement to be false in anyway
- Submits a document that has been forged or amended in anyway

We and/or the **Claims Administrator** will be entitled to instruct an investigation into **your** claim and recover any benefit paid and costs incurred as

a result of any such fraudulent or misleading claim. **We** and/or the **Claims Administrator**:

- Will not pay the claim
- Will not pay another other claim that has been or will be made under the policy
- Will be entitled to recover from **you** the amount of any claim already paid under the policy
- May refer the matter to the police and/or any law enforcement agency
- May bring a civil case against **you** to recover any costs incurred

English Law

This Insurance shall be subject to English Law.

Complaints

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

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

Taurus Insurance Services Limited
Suite 2209-2217 Eurotowers
Europort Road,
Gibraltar
Email: gadget.complaints@taurus.gi
Telephone: 0330 880 1756

You may refer **your** complaint to the Financial Ombudsman Service at any time. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
London E14 9SR,
England.

Tel: 020 7964 1000 (Switchboard)
+ 44 207 964 1000 (for calls outside the UK)
0800 023 4 567 – calls to this number are normally free for people ringing from a 'fixed line' phone but charges may apply if **you** call from a mobile phone.
0300 123 9123 – calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.
020 7964 1001 (main fax)
Email: complaint.info@financial-ombudsman.org.uk

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

PRIVACY AND DATA PROTECTION NOTICE

How We use Your Personal Data

We use **your** personal data for the purposes of providing **you** with insurance, handling claims and providing other services under **your** policy and any other related purposes (this may include underwriting decisions made via automated means). **We** also use **your** personal data to offer renewal of **your** policy, for research or statistical purposes and to provide **you** with information, products or services that **you** request from **us**. **We** will also use **your** personal data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations. **We** collect and process **your** personal data in line with the General Data Protection Regulation and all other applicable Data Protection legislation. The Data Controllers are ERGO Travel Insurance Services Ltd (ERGO TIS) and Taurus Insurance Services Limited. The Data Processor is Taurus Insurance Services Limited.

Consent

We will only use **your** personal data when the law allows us to. Most commonly **we** will use **your** personal data under the following two circumstances:

1. When **you** gave explicit consent for **your** personal data, and that of others insured under **your** policy, to be collected and processed by **us** in accordance with this Data Protection Notice.
2. Where **we** need to perform the contract which **we** are about to enter into, or have entered into with **you**.

Special Categories of Personal Data

Some of the personal data **you** provide to **us** may be more sensitive in

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

Sharing Your Personal Data

We will keep any information **you** have provided to **us** confidential. However, **you** agree that **we** may share this information with Great Lakes Insurance SE and other companies within the ERGO Group and with third parties who perform services on **our** behalf in administering **your** policy, handling claims and in providing other services under your policy. Please see **our** Privacy Policy for more details about how **we** will use **your** information. For more information about how **we** will use **your** data, please go to (www.ergotravelinsurance.co.uk/privacy-statement)

We will also share **your** information if **we** are required to do so by law, if **we** are authorised to do so by **you**, where **we** need to share this information to prevent fraud.

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

Your Rights

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

The above rights apply whether **we** hold **your** personal data on paper or in electronic form.

Your personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

Further Information

Any queries relating to how **we** process **your** personal data or requests relating to **your** Personal Data Rights should be directed to:

Data Protection Officer, ERGO TIS, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom
Email: dataprotectionofficer@ergo-travel.co.uk
Phone: +44 (0) 1403 788 510

COMPLAINTS PROCEDURE

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

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

Outbacker Insurance
6 Silver Court,
Watchmead,
Welwyn Garden City,
AL7 1TS
Tel: 0207 183 0885

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

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

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

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

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

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

What to do if you are still not satisfied.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

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

DATA PROTECTION NOTICE AND FRAUD

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

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

Inaccurate data

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

Telephone calls

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

Fraud prevention, detection and claims history

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

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

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

INTERNATIONAL PASSENGER PROTECTION LIMITED

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

ERGO TIS

Section 9 of this policy is insured by ERGO TIS on behalf of Great Lakes Insurance SE (GLISE). ERGO TIS is authorised and regulated by the Financial Conduct Authority, register number 805870. Details on how **your** information will be used by ERGO TIS can be found under section 9 of **your** policy wording.

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:

Taurus Insurance Services Limited

Suite 2209-2217 Eurotowers

Europa Road, Gibraltar

Email: outbacker@taurus.gi

0330 041 2872

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)