Outbacker

TRAVEL INSURANCE WORDING

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USEFUL INFORMATION

HOW TO CONTACT US

BEFORE YOUR TRIP

If **you** want to make a change to **your** policy call 0203 4754682, email travel@outbackerinsurance.com or via the customer zone.

If **you** need to cancel **your trip you** can make a claim online 24/7 via the customer zone or call 0330 123 9203 Monday to Friday between 9am to 5pm.

DURING YOUR TRIP

In an emergency **you** should contact the emergency services straight away.

If **you** are in hospital contact **our** Medical Assistance Service as soon as possible or if **you** need medical assistance whilst abroad contact **our** medical assistance team on +44(0)330 123 9193

If **you** want to **cut short your trip** contact **our** assistance team on +44(0)330 123 9193
Just tell them **you** have a Outbacker Policy and quote **your** policy number.

Our team will:

- ensure **you** are receiving appropriate treatment in a safe facility,
- help make arrangements if **you** need medical assistance whilst abroad,
- arrange appropriate repatriation should **we** agree it is medically necessary,
- assist if **you** need to **cut short your trip**.

Please note repatriation arrangements and medical expenses will only be covered in full if **your** claim is covered.

If **you** want to extend **your trip** or check **your** cover contact 0203 4754682

AFTER YOUR TRIP

If **you** have out of pocket expenses **you** can make a claim online 24/7 via the customer zone or call 0330 123 9203 Monday to Friday between 9am to 5pm.

If **you** want to make a complaint about:

- The sale of **your** policy call 0203 4754684 or email complaints@outbackerinsurance.com
- A claim (except Gadget) call 01737 815227 or email claimcomplaints@axa-assistance.co.uk
- Gadget call 01865 745566 or email complaints@theoxfordclaimscompany.co.uk

REMEMBER TO CHECK YOUR COVER BEFORE YOUR TRIP

It's important that **you** take the time to read the information within **your** policy wording to make sure that it meets **your** needs. In particular **you** should make sure:

- **You** are aware that this policy does not cover **pre-existing conditions**. More information can be found on page 15.
- That any sports and activities that **you** have got planned are covered. More details can be found on page 16.
- **You** are not travelling for longer than **your** cover allows or to a country which is not covered. More information can be found on **your** Insurance Certificate.

CLAIMS NOTIFICATION

If **you** are abroad and **you** require Emergency medical assistance please call +44(0)330 123 9193

To make a claim under all sections (except under Section 8 - Gadget Cover) please contact:
Tel: 0330 123 9203
Online claims: www.outbackerinsurance.com/claimonline

To make a claim under Section 8 - Gadget Cover please contact:
Tel: 01865 745566
Online: https://theoxfordclaimscompany.co.uk/make-a-claim/
Email: claims@theoxfordclaimscompany.co.uk

We are open Monday to Friday 9.00am to 5.00pm

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 0207 741 4100.

CANCELLATION PERIOD

You are free to cancel this policy at any time. If **you** wish to cancel within 14 days of the policy purchase date, **you** may do so by contacting **us** on 0203 4754682, via the customer zone, by emailing travel@outbackerinsurance.com 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 the policy purchase date **we** will refund a proportionate amount based on the time **you** have held the policy.

COVID SCENARIOS

We understand that it is important **you** know what cover is in place if Coronavirus or Covid-19 affects **your trip**. **We** hope the scenarios below explain some of what **we** do or don't cover:

CANCELLING DUE TO COVID-19

Your policy will cover **you** subject to the terms and conditions, if **you** need to cancel **your trip** because:

- **You** or a **close relative** are diagnosed with or have contracted COVID-19
- **You** are required to self-isolate, subject to a positive test result/confirmation from a GP
- Someone **you** were due to travel with or stay with on **your trip** needs to self-isolate.

Your policy will not cover **you** to cancel **your trip** if:

- **You** don't want to quarantine or self-isolate when **you** return to **your home area**
- **You** are unable to travel because the government/or another regulatory authority have imposed restrictions, including national lockdown or **regional lockdown**
- Any costs for **your Package** holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice
- **You** aren't able to produce the required vaccine certificates, medical tests/documents

CUTTING YOUR TRIP SHORT

Providing **you** aren't travelling against the advice of Foreign, Commonwealth & Development Office (FCDO) or another regulatory authority then **you** are covered subject to the terms and conditions, if **you** need to cut **your trip** short because:

- The Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country in which **you** are travelling in advise **you** to evacuate or return to **your home area**
- **You** have been denied boarding at **your UK** departure point because **you** have COVID-19 symptoms
- If **you** need to come **home** early because a **close relative** has COVID-19.

Your policy will not cover:

- **You** wishing to return **home** early to avoid the need to quarantine.

EMERGENCY MEDICAL COVER FOR COVID-19

If **you** develop COVID-19 whilst abroad **your** policy will cover **you** subject to the terms and conditions for:

- Emergency medical treatment, repatriation and other expenses
- Additional transport and accommodation if **you** are unable to return **home** as planned.

YOUR POLICY WILL NOT COVER:

- If **you** are travelling against Foreign, Commonwealth & Development (FCDO) advice.

TRAVEL INSURANCE

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.
- Any **trip** that has already begun when **you** purchased this insurance.
- 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 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 the **UK** inclusive

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.

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 policy schedule 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** policy schedule.
The policy schedule is part of the policy.

If **you** need to make any changes to the details contained in **your** policy schedule, **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 a result of unavoidable exposure to the elements.

BAGGAGE

Any items which belong to **you** which are worn, used or carried by **you** during a **trip** (but excluding **valuables**, **sports equipment**, **ski equipment** and **personal money** and **important documents**)

CATASTROPHE

Means

- fire,
- flood,
- earthquake,
- explosion,
- volcanic eruption and/or volcanic ash clouds,
- tsunami,
- landslide,
- avalanche,
- hurricane,
- storm,
- civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising
- an outbreak of food poisoning meaning **you** cannot use **your** booked accommodation.

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, daughter-in-law, step parent, step child, step sibling, aunt, uncle, niece, nephew, cousin, next of kin, **your** guardian , anyone who **you** have guardianship of or anyone for whom **you** have power of attorney.

COLLEAGUE

An associate in the same employment as **you** in the **UK**, whose absence from work necessitates **your** stay in or return to the **UK**.

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 outside **your home area** as an in-patient or being confined to **your** accommodation abroad due to **personal quarantine**, in either case for a period in excess of 24 hours.

Claims will be 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 have not used by remaining with **you**.

CYBER ATTACK

The actual use or threat of use of disruptive activities against computers and networks, with the intention to cause harm, spread fear or cause severe disruption of infrastructure, including a Malware, Ransomware or Hacking attack.

EXCESS

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

The **excess** is per person per incident, limited to two **excess** amounts if more than one **insured person** is claiming, per **trip**.

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

HOME

Your permanent residence in England, Wales, Scotland and Northern Ireland.

HOME AREA

Your Home area means the **UK** excluding Channel Islands and Isle of Man.

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** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the policy schedule. 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 in the event that **your** return to **your home area** is unavoidably delayed due to an event covered by this policy, providing **you** accept alternatives offered and don't intentionally delay **your** return.

Your policy will cease if **we** have paid for **you** to **cut short your trip**.

INSURED PERSON/YOU/YOUR

Each person travelling on a **trip** who is named on the policy schedule.

INSURER

The service provider, arranged by Inter Partner Assistance S.A.

MEDICAL CONDITION

Any disease, 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.

PACKAGE

The pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:

a. Transport

b. Accommodation

c. Other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the **package** as more fully described under The **Package** Travel and Linked Travel Arrangements Regulations 2018.

PERSONAL MONEY

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

PERSONAL QUARANTINE:

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

PRE-EXISTING MEDICAL CONDITION

Any of the following **medical conditions** from which **you** have suffered from or received medical advice, treatment (including surgery, tests, investigations by **your** doctor/consultant /specialist) or prescribed drugs or medication in the last five years:

- Any cancer condition,
- Any heart-related or blood circulatory condition (including high blood pressure and high cholesterol)
- Any diabetic condition
- Any neurological condition
- Any breathing condition,
- Any renal, kidney or liver condition
- Any psychiatric or psychological condition (including anxiety, stress and depression)

And/or

- Any other **medical condition** for which **you** have been prescribed medication or which **you** have received or are waiting to receive treatment including surgery, tests, or investigations) within the last 12 months.

PREGNANCY COMPLICATION

- Toxaemia
- Gestational hypertension
- Gestational diabetes
- Pre-eclampsia
- Ectopic pregnancy
- Molar pregnancy
- Post-partum haemorrhage
- Retained placenta membrane
- Placental abruption
- Hyperemesis gravidarum
- Placenta praevia
- Stillbirths
- Miscarriage
- Termination for medical reasons
- Any premature births more than eight 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, airport lounge access, kennel and cattery fees, excursions, green fees and ski school fees, lift passes and hired **sports equipment**.

- Costs associated with a sport or activity will only be covered providing **your** policy covers **you** for that sport or activity.
- 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 purchasing the policy **you**, or **your travelling companion** had no reason to suspect that **you** would be made **redundant**.

REGIONAL QUARANTINE

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

SKI EQUIPMENT

Skis (including bindings), ski boots, ski poles and snow boards.

SKI PACK

Ski school fees, lift passes and hired **ski equipment**.

SPORTS EQUIPMENT

Items that are usually worn, carried, used or held in the course of participating in a recognised sport. These items are only covered if in connection with a sport or activity which this policy covers **you** to participate in.

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** on pre-booked business or 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 policy schedule. Cover is not provided during **trips home**.

Your policy is 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 96 hours, even if the area is not included on **your** policy schedule. Please note this does not apply if **you** are in transit or have a stopover in a country or area where, prior to **your trip** commencing, the Foreign, Commonwealth & Development Office have advised against all (or all but essential) travel.

TRIP(S) HOME

This policy also entitles **you** to a return visit to **your home** before **your** intended return date (as specified on **your** policy schedule) 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** a **trip**. Cover is suspended from the time **you** arrive at **your** departure point to **your home** and starts again when **you** exit the airport at **your** overseas destination following **your** return. During this period no cover is provided by the policy.

UK

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

UNATTENDED

When **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.

VALUABLES

Means the below list (including any associated equipment):

- Jewellery
- Watches (manual or automatic movement watches only, and excludes smartwatches and fitness trackers which are defined as **Gadgets** and not as **Valuables**)
- Telescopes
- Binoculars
- Cameras (analogue cameras only and excludes digital cameras which are defined as **Gadgets** under this Policy and not as **Valuables**).

WE/US/OUR

Inter Partner Assistance S.A.

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 Inter Partner Assistance S.A..

Inter Partner Assistance S.A is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR
Inter Partner Assistance S.A. is part of the AXA Group.

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 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 0207 741 4100.

OUR PART OF THE INSURANCE CONTRACT IS AS FOLLOWS

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

CANCELLATION

We reserve the right to cancel the policy by providing 21 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

Please refer to **your** policy schedule 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 purchase date **you** may do so by contacting **us** on 0203 4754682, via the customer zone, by emailing travel@outbackerinsurance.com 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 the policy purchase date **we** will refund a proportionate amount based on the time **you** have held the policy.

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.

You should not put **yourself** at needless risk (except in an attempt to save human life).

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

RECIPROCAL HEALTH AGREEMENTS

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

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

If travelling within the EU **you** can apply for a GHIC either online Applying for healthcare cover abroad (GHIC and EHIC) - NHS (www.nhs.uk) or by telephoning 0300 330 1350.

If travelling outside of the EU visit Healthcare abroad - https://www.gov.uk/guidance/uk-reciprocal-healthcare-agreements-with-non-eu-countries

PRE-EXISTING MEDICAL CONDITIONS

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 the following sections:

- Section 1 - Cancellation or Cutting Short your Trip
- Section 2 - Medical Emergency and Repatriation Expenses
- Section 6 - Personal Accident

arising directly or indirectly from:

1. At the time of taking out this policy:
   - Any **pre-existing medical condition(s)**
   - Any **medical condition(s) you** have been referred for investigations at a hospital, clinic or nursing home but which **you** have not yet had a diagnosis
   - Any **medical condition** affecting **you**, a **close relative** or a **colleague** that **you** are aware of, that could reasonably be expected to result in a claim on this policy.

2. At any time from:
   - Any **medical condition you** have which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought their advice), but despite this **you** still travel.
   - Any surgery, treatment or investigations for which **you** intend to travel to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures).
   - Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
   - **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

If **your** health changes after the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued, **you** should check with **your medical practitioner** that **you** are fit to travel.

You will not be covered under Section 2 – Medical emergency and repatriation expenses if **you** travel against medical advice. **You** may be able to claim under Section 1 – Cancelling or cutting short **your trip** if this is medically necessary.

SPORTS AND OTHER ACTIVITIES

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.

If **you** are participating in any other sports or activities not mentioned, please contact **us** 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** policy schedule.

You are not covered when participating in any sport professionally, or whilst racing or during a competition.

For work and charity authorised activities please see https://www.outbackerinsurance.com/work

There is no cover under Section 5b – Personal Liability for sports or activities marked with *

- Aerobics
- Angling
- Archery
- Badminton
- Banana boating (within organisers guidelines)
- Baseball
- Basketball
- Beach games
- Board sailing
- Body boarding
- Boogie boarding
- Bowling/Bowls
- Breathing observation bubble (up to depth of 30 metres)
- Bungee jumping (within organisers guidelines and wearing full safety equipment, maximum 3 jumps per **trip**)
- Canoeing (grade 1 rivers)
- Canopy walking on fixed structure walkways
- *Catamaran sailing (if qualified and no racing)
- *Clay pigeon shooting
- Cookery courses
- Cricket (including amateur tournaments or competitions)
- Croquet
- Cross country running
- Cycling wearing a helmet where required (excluding any participation in extreme events, racing or competitions). No cover for , cycle touring, mountain biking or BMX riding - see separately listed activities
- Darts
- *Dinghy sailing
- *Dragon boating
- *Driving motorised vehicles (excluding Quad bikes) for which **you** are licensed to drive in the **UK** (other than in races, motor rallies off road or competitions) and wearing a helmet if driving a motorbike, moped, scooter or assisted bicycle and wearing a seatbelt when travelling in a motorised vehicle where a seatbelt is available for use
- *Elephant trekking (must be with official organisers)
- Fell walking
- Fishing
- Golf (including amateur tournaments or competitions)
- Gorilla trekking (must be with official organisers)
- Handball
- Hiking/ walking/rambling/hill walking/trekking (up to 4,000 metres above sea level)
- Hot air ballooning (organised pleasure rides as a fare paying passenger)
- Ice skating
- Inline skating (wearing pads and helmets)
- *Jet boating (excluding racing and/or competitions)
- *Jet skiing (excluding racing and/or competitions)
- Jogging
- Kayaking (grade 1 rivers)
- Korfball
- 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
- Paddle boarding
- *Paintballing (wearing eye protection)
- Parasailing
- Parascending (over water)
- *Pistol shooting (target shooting within a controlled environment or club only)
- Pony trekking (wearing a helmet)
- Pool rafting
- Rackets
- Racquetball
- Rambling
- Refereeing (amateur only)
- Reverse bungee jumping (within organisers guidelines and wearing full safety equipment, maximum 3 jumps per **trip**)
- *Rifle shooting (target shooting within a controlled environment or club only)
- Ringos/doughnuts
- Roller blading (wearing pads and helmets)
- Roller skating (wearing pads and helmets)
- Rounders
- Rowing
- Running (not long distance)
- Safari (no guns and must be organised tour)

- Safari trekking in a vehicle (no guns and must be organised tour)
- Safari trekking on foot (no guns and must be organised tour)
- *Sail boarding
- *Sailing within a 12 mile limit of the coastline (if qualified or accompanied by a qualified person and no racing)
- Scuba diving to 18 metres (if qualified or accompanied by qualified instructor and not diving alone
- Sea canoeing/kayaking (within sight of land)
- Skateboarding (wearing pads and helmets)
- Snooker
- Snorkelling
- Softball
- Squash
- Street dancing
- *Surfing (including amateur tournaments or competitions)
- Swimming
- Swimming with dolphins (must be with official organisers)
- Swimming with stingrays (must be with official organisers)
- Sydney harbour bridge (walking across clipped onto safety line)
- Table tennis
- Ten pin bowling
- Tennis
- Trampolining
- Tree-top walking on fixed structure walkways
- Trekking up to 4000m (up to 4,000 metres above sea level)
- *Trikke riding (organised tours only, wearing correct safety equipment including a helmet)
- Tug of war
- Ultimate frisbee
- Volleyball
- Wake boarding*
- Walking hill (up to 4,000 metres above sea level)
- *War games (wearing eye protection)
- Water parks
- Water Polo
- *Water Skiing (no tournaments or competitions)
- *Windsurfing (no tournaments or competitions)
- Yachting within a 12 mile limit of the coastline (if qualified or accompanied by a qualified person and no racing)
- Yoga
- Zip lining (safety harness must be worn)

ADDITIONAL SPORTS AND ACTIVITIES

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

There is no cover under Section 5 – Personal liability for those sports or activities marked with an *

CATEGORY B

- Abseiling (within organisers guidelines)
- Amateur athletics
- Assault courses
- Bamboo rafting
- Battle re-enactment (professionally organised and no live ammunition)
- Body flying/wind tunnel flying (wearing pads and helmets)
- *Camel Riding
- Canoeing (grade 2 or 3 rivers)
- Canopy walking with ropes
- Cave tubing
- Climbing indoor (on climbing wall)
- Cycle touring
- Deep sea fishing
- Dry slope boarding
- Dry slope skiing
- Dune/wadi bashing
- Equestrian events (wearing a helmet and excluding competitions, racing, jumping and hunting)
- Fell running
- Fencing
- Fives football/soccer (not part of a professional tournament)
- Gaelic Football
- *Go Karting
- Gymnastics
- High ropes/Go ape (amateur only and not main purpose of the **trip**)
- Hiking/walking/rambling/hill walking/trekking (between 4,000 and 5,000 meters above sea level)
- Hockey
- Horse riding (wearing a helmet and excluding competitions, racing, jumping and hunting)
- Hurling
- Hydro speeding
- Iron Man (amateur only) (3 event version only (swimming, cycling and running)
- Judo
- Karate
- Kayaking (grade 2 or 3 rivers)
- Kendo
- *Kite buggying
- *Kite surfing land/water
- Lacrosse
- Marathon running
- Modern pentathlon
- Mountain boarding
- *Mud buggying
- Orienteering (walking only without the use of mechanised vehicles)
- Parascending over land
- River tubing
- Rock scrambling (within organisers guidelines and wearing/using full safety equipment)
- Roller hockey (wearing pads and helmets)
- Safari with guns (must be organised tour)
- Sand boarding
- Sand dune surfing/skiing
- Scrambling
- Scuba diving up to depth of 30 metres (if qualified or accompanied by qualified instructor and not diving alone
- Sea kayaking
- Shark diving in a cage
- Sky Jump from Auckland Sky Tower (must be adequately supervised)
- Soccer
- Street hockey (wearing pads and helmets)
- Summer tobogganing
- Tandem skydive (must be adequately supervised)
- Tae kwon do
- *Tall ship sailing
- Touch football
- Touch rugby
- Trekking (between 4,000 and 5,000 meters above sea level)
- Triathlon (including amateur tournaments or competitions)
- White water canoeing (grades 1 to 3)
- White water rafting (grade 1 to 3)
- Zorbing

CATEGORY C

The **excess** for Medical emergency and repatriation expenses is increased to £250 if **you** make a medical claim 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 (grades 4 and 5)
- Cascading
- Caving/pot holing
- Gorge scrambling/walking (must be supervised and safety equipment worn)
- Hang gliding
- Harness racing
- Kayaking (grades 4 and 5)
- Kloofing
- Ostrich Riding (must be officially organised)
- Paragliding
- Pot holing
- Rap jumping (must be officially organised)
- River bugging
- Rock climbing (within organisers guidelines and wearing full safety equipment)
- Rugby league
- Rugby sevens
- Rugby union
- Sky diving (within organisers guidelines and wearing full safety equipment
- 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 an event which is covered under the policy, providing **you** accept alternatives offered and don't intentionally delay **your** return.
- **Your** policy is valid where the **trip** starts and finishes in **your home area**.
- **Your** policy covers only persons permanently 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**.
- A Couple policy covers 2 people living at the same address for at least 6 months.

IMPORTANT TELEPHONE NUMBERS

Customer Services: 0203 4754682

MEDICAL ASSISTANCE

From anywhere in the world Tel: +44(0)330 123 9193
From the United Kingdom Tel: 0330 123 9193

TO MAKE A CLAIM UNDER ALL SECTIONS (EXCEPT UNDER SECTION 8 - GADGET COVER) PLEASE CONTACT:

Tel: 0330 123 9203
Online: www.outbackerinsurance.com/claimonline

TO MAKE A CLAIM UNDER SECTION 8 - GADGET COVER PLEASE CONTACT:

Tel: 01865 745566
Online: https://theoxfordclaimscompany.co.uk/make-a-claim/
Email: claims@theoxfordclaimscompany.co.uk

MAKING A CLAIM

If **you** are abroad and need urgent assistance please contact the Emergency Medical Assistance Service on +44330 123 9193

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. All claims evidence must be supplied at **your** own expense.
2. Register **your** claim online at www.outbackerinsurance.com/claimonline or telephone the Customer Helpline listed in the 'Important telephone numbers' section as soon as reasonably possible with **your** policy number.

Please remember to keep copies of all correspondence **you** send to **us** for **your** future reference.

CLAIMS EVIDENCE

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

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**.
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses
- 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 companion** 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 travelling companion**'s employer of **redundancy** and period of employment or leave cancelled.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Confirmation of the delay to **Public transport** from the company involved.
- Original Police report including crime reference number or incident report, obtained within 24 hours of the incident or as soon as possible after that.
- Confirmation from a relevant authority that **you** have been instructed to stay at/return **home**.
- A copy of a death certificate, where appropriate.

SECTION 2 - MEDICAL EMERGENCY AND REPATRIATION EXPENSES

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

- 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** Global Health Insurance Card (GHIC).
- Proof of **your** admittance to hospital including the reason why **you** were admitted.
- 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, a copy of the 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.
- Confirmation from the Police (if involved) of the circumstances giving rise to the claim.
- 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 immediately **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.

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

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 - WINTER SPORTS

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

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.
- 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 (PIR) from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- 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.

SECTION 8 – GADGET COVER

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

- A crime reference number if a theft claim and a lost property number in support of an **accidental** loss claim.
- Provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss but not limited to household insurance.
- Photo evidence may be requested if relating to a damage claim.

Section	We will pay you up to (per person/per trip)		
	Silver	**Gold**	**Platinum**
EXCESS - The **excess** is per person per incident, limited to two **excess** amounts if more than one **insured person** is claiming, per **trip**.			
	£95	£50	Nil
Section 1 – Cancelling or Cutting Short a Trip			
Cancellation or **cutting short your trip**	£2,000	£5,000	£5,000
Section 2 - Medical Emergency and Repatriation Expenses			
Medical Emergency and Repatriation Expenses	£15,000,000	£15,000,000	£15,000,000
Emergency Dental	£250	£400	£500
Hospital Benefit (per 24 hours) *	£20	£30	£30
Hospital Benefit (total) *	£200	£300	£450
Section 3 - Disruption Or Delay To Travel Plans			
Missed Departure *	£500	£500	£500
Travel Delay Benefit (per 12 hours) *	£20	£20	£25
Travel Delay Benefit (total) *	£200	£200	£200
Travel Disruption	£500	£500	£500
Section 4 - Personal Belongings and Money			
Baggage **	£1,500	£3,000	£3,000
Single article limit	£150	£150	£150
Valuables **	£150	£150	£150
Personal money	£400	£400	£400
Cash	£400	£400	£400
Important documents	£250	£350	£350
Section 5 - Legal and Liability			
Legal expenses and assistance *	£10,000	£10,000	£10,000
Personal Liability	£2,000,000	£2,000,000	£2,000,000
Section 6 - Personal Accident			
Death (aged 16 or over) *	£10,000	£10,000	£15,000
Loss of Limbs and/or Loss of Sight (aged 16 or over) *	£10,000	£10,000	£10,000
Permanent Total Disablement (aged 16 or over) *	£10,000	£10,000	£10,000
Section 7 – Winter Sports (this section is optional, if **you** have purchased this cover it will be shown on **your** policy schedule)			
Ski equipment (owned)	£500	£500	£500
Ski equipment (hired)	£500	£500	£500
Single article limit	£300	£300	£300
Ski equipment hire (per 24 hours) *	£30	£30	£30
Ski equipment hire (total) *	£300	£300	£300

Section	We will pay you up to (per person/per trip)		
	Silver	**Gold**	**Platinum**
Section 8a - Gadget cover			
Accidental damage, Theft and Loss	Nil	Nil	Nil

Section 8b – Gadget Cover Extension (this section is optional, if **you** have purchased this cover it will be shown on **your** policy schedule.)

	Silver			**Gold**			**Platinum**		
		Excess	Premium Excess		Excess	Premium Excess		Excess	Premium Excess
Option 1 - Single Article Limit	£1,000 £1,000	£50	£0	£1,000 £1,000	£50	£0	£1,000 £1,000	£50	£0
Option 2 - Single Article Limit	£2,000 £2,000	£50	£0	£2,000 £2,000	£50	£0	£2,000 £2,000	£50	£0
Option 3 - Single Article Limit	£3,000 £2,000	£50	£0	£3,000 £2,000	£50	£0	£3,000 £2,000	£50	£0
Unauthorised Usage	£2,500	Nil	Nil	£2,500	Nil	Nil	£2,500	Nil	Nil
Accessories Limit	£150	Nil	Nil	£150	Nil	Nil	£150	Nil	Nil

* No **excess** is applicable for sections marked.

The **excess** is per person per incident, limited to two **excess** amounts if more than one **insured person** is claiming, per **trip**.

**Claims settled on a new for old basis

EXCLUSIONS AND CONDITIONS

These conditions apply throughout **your** policy. **You** must comply with them to have the full protection of **your** policy. If **you** do not comply with them **we** may take one or more of the following actions:

- cancel **your** policy
- declare **your** policy void (treating **your** policy as if it never existed)
- change the terms and/or premium of **your** policy
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

1. Providing accurate and complete information
   When taking out 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 or making changes to **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 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). **We** will only ask for information relevant to **your** claim.
4. **You** must not admit liability for any event, or offer to make any payment, without **our** prior written consent.
5. 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.
6. **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**.
7. **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.
   - 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.
8. **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.
9. **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.
10. No **insurer** shall be deemed to provide and no **insurer** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim of such benefit would expose that **insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, **UK** 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. Under all sections, any claim arising from a reason not listed under What is covered.
2. **Pre-existing medical conditions** as described in **Pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
3. **Pre-existing medical conditions** as described in **Pre-existing medical conditions** section
4. Any claims where **you** were not fit to undertake **your trip** when booking **your trip** or purchasing **your** policy whichever is the later.
5. **Your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**.
6. **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**.
7. 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**
   - war,
   - invasion,
   - acts of foreign enemies,
   - hostilities or
   - warlike operations (whether war be declared or not),
   - civil war,
   - **terrorist action**,
   - rebellion,
   - revolution,
   - insurrection,
   - civil commotion and/or
   - civil unrest assuming the proportions of or amounting to an uprising, military or usurped power
   - Nuclear, chemical or biological attack.
8. **Your** travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which **you** are travelling has advised against all or all but essential 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 or all but essential travel and that advice was in place when **you** booked and **you** have to claim, no cover will be in place.
9. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
10. Engaging in 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.
11. **Your** wilfully self-inflicted injury or illness.
12. Any claim related to euthanasia.
13. **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.
14. **You** putting **yourself** at needless risk (except in an attempt to save human life).
15. **Your** own unlawful action or any criminal proceedings against **you**.
16. **Your** manual work involving the lifting or carrying of heavy items in excess of 25 kgs, use of power tools or machinery, work involving the use of scaffolding or ladders, working at a height above 6m, any electrical or construction work or any form of work underground
17. 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.
18. Any amount recoverable from any other source.

19. **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.
20. **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.
21. Any claim where **you** are not wearing a helmet whilst on a motorcycle, moped, scooter, Segway or bicycle.
22. Any claim where **you** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
23. 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**.
24. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.
25. Loss or damage due to depreciation (loss in value), variations in exchange rate.
26. Any claim which happens during a **trip(s) home**.
27. Failure of air traffic control, airport computer systems or any travel booking systems, including loss of access, use, loss of data and system failure caused by a **Cyber attack**.

SECTION 1 - CANCELLING OR CUTTING SHORT A TRIP

INTRODUCTION

The purpose of this section is to help **you** if **you** have 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 the compensation scheme of **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 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/debit card provider please contact them directly.

The Denied Boarding Regulation (Regulation 261/2004 EC)

You may be entitled to compensation from **your** airline under The Denied Boarding Regulation (Regulation 261/2004 EC) if **your** flight:

- Departs from an EU airport, it can be operated by any airline, and/or
- Arrives at an EU airport and is operated by an EU airline

The regulation establishes the minimum rights for air passengers to ensure they are treated fairly 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
Delays and cancellations | UK Civil Aviation Authority (caa.co.uk)

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 CUTTING 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 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.

Cover for the following events:	**Cover for cancelling a trip**	**Cover for having to cut short your trip**
The death, injury, illness, disease, or **pregnancy complication** of **you**, **your travel companion**, **your close relative** or **your colleague**	✓	✓

Cover for the following events:	Cover for cancelling a trip	Cover for having to cut short your trip
Compulsory **personal quarantine**, 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 companions** or the Police or other authorities requesting **you** to stay at or return **home**	✓	✓
Redundancy of **you** or **your travel companion**	✓	✓
You or **your** travel companion have leave withdrawn and are a member of the Armed Forces (including reserves and territorial), Emergency Services, medical or nursing professions (in the public sector) or Senior employees of the Government	✓	✓
The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country which **you** are travelling to advising against all travel or all but essential travel within 21 days of **your** departure date, but not including where advice is issued due to a pandemic or **regional quarantine**	✓	✗
The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country in which **you** are travelling in advising **you** to evacuate or return to **your home area**, providing the advice came into force during **your trip**	✗	✓
Insolvency of the accommodation providers or their booking agents or **catastrophe**	✓	✓
No suitable alternative **public transport** is provided within 24 hours of the scheduled time of departure following delay or cancellation of **your public transport**, or **you** being involuntarily denied boarding (because there are too many passengers for the seats available)	✓	✗

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** for any of the reasons listed above.
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.
3. **You** must provide a written police report as evidence if a claim is made due to the theft of **your** passport and / or visa.

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** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancelling or **cutting short** of 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 not cover any costs incurred whilst returning **you** to **your home** unless agreed by the Emergency Medical Assistance Service.
5. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
6. **Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section.
7. Any claims for **redundancy** that are voluntary, including compromise agreement or resignation. **We** will also not cover misconduct or dismissal.

8. Costs paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.
9. Any property maintenance costs or fees incurred by **you** as part of **your** involvement in a Timeshare or Holiday Property Bond scheme.
10. Any cancellation claims relating to loss or theft of **your** passport or visa if left **unattended** at any time, unless stored securely in **your home**. During **your trip you** will not be covered to **cut short your trip** due to loss of **your** passport unless it was deposited in a safe, safety deposit box or left in locked accommodation.
11. 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.
12. Any costs for **your Package** holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice
13. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
14. Denied boarding due to **your** anti-social behaviour, drug use, alcohol or solvent abuse or **your** inability to provide any valid **important documents** or other documentation required by the **Public transport** operator or their handling agents.
15. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred as a result 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.
16. The death or illness of any pet or animal.
17. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
18. Any claim due to a **regional quarantine**.
19. Any claim from **you** not wanting to travel due to the need to quarantine on return to **your home area**.
20. **Your** inability to travel due to **you** not producing vaccine certificates, medical tests/documents which are needed to travel.
21. Any additional costs for tests/documentation the government or other regulatory authority introduce and are needed in order for **you** to travel to/from/in **your** destination or to return to **your home area** regardless of whether **you** knew when booking or not.
22. **Your** unused and/or additional travel costs where the cancellation or delay is caused by insolvency of the **public transport operator**.
23. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

SECTION 2 - MEDICAL EMERGENCY AND REPATRIATION EXPENSES

INTRODUCTION

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

WHAT IS COVERED

We will pay **you** up to the amount shown in the Table of Benefits for the following expenses which are necessarily incurred during a **trip** as a result of **you** suffering unforeseen injury due to an **accident**, illness, disease and/or **personal quarantine**:

1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of **your home area**.
2. Emergency dental treatment for the immediate relief of pain only incurred outside of **your home area**.
3. Up to the amount shown in the Table of Benefits for every complete 24 hour period **you** are in hospital or confined to **your** accommodation on the advice of a **medical practitioner** and towards meal expenses for a nominated person who is staying or travelling with **you**.
4. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem for which **you** are able to provide evidence.
5. 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**.
6. 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**. If **you** die on a **trip** within **your home area** the reasonable additional cost of returning **your** ashes or body to **your home**.
7. 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:
   a. Reasonable additional transport and/or accommodation expenses for someone to stay with **you** or travel to **you** from the **UK** or escort **you home**.
   b. Additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.
   c. Reasonable additional accommodation expenses if **you** have to move accommodation nearer the hospital following the extended stay.
   d. Reasonable taxi or hire car costs for **your** travel to and from the hospital only.
8. 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**.

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** except under point 3 of What is covered.
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 **your** schedule
5. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred as a result 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 unless **we** have agreed in writing to cover **you**.
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** :
      i. for private treatment, or
      ii. which are funded by, or are recoverable from the Health Authority in **your** usual country of residence, or
      iii. which are funded by a reciprocal health agreement between these countries and/or islands.
   j. Expenses incurred as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.
   k. Any expenses incurred after the date on which **we** attempt to move **you** from one hospital to another and/or arrange for **your** repatriation but **you** decide not to be moved or repatriated.
9. Expenses incurred for medical tests required in the area **you** are travelling to/in/from or returning to **your home area**, or by the **public transport** provider (unless specifically needed for a repatriation arranged by **our** Emergency Assistance Line).
10. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

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

SECTION 3 - DISRUPTION OR DELAY TO TRAVEL PLANS

INTRODUCTION

The purpose of this section is to help **you** if **you** experience certain disruptions to **your** travel plans and **you** are left out of pocket. However, under certain circumstances, **your** tour operator or transport provider may be responsible for providing assistance and compensation. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider **we** will not provide the same cover under this policy. **You** may also be covered by **your** credit/debit card provider if the services **you**'ve paid for are not provided as agreed e.g. if a company becomes insolvent.
For further information on the cover provided by **your** tour operator, **your** airline visit or **your** credit/debit card provider please contact them directly.

The Denied Boarding Regulation (Regulation 261/2004 EC)
You may be entitled to compensation from **your** airline under The Denied Boarding Regulation (Regulation 261/2004 EC) if **your** flight:

- Departs from an EU airport, it can be operated by any airline, and/or
- Arrives at an EU airport and is operated by an EU airline

The regulation establishes the minimum rights for air passengers to ensure they are treated fairly 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 Delays and cancellations | UK Civil Aviation Authority (caa.co.uk)

WHAT IS COVERED

MISSED DEPARTURE

If **you** fail to arrive at the departure point in time to board the **public transport** on which **you** are booked to travel as a result of:

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. strike or adverse weather conditions,

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

DELAYED ARRIVAL

We will pay **you** up to the amount shown in the Table of Benefits if **you** arrive more than 12 hours later than planned at **your** destination due to a delay of **public transport** at the final departure point to or from the **UK** for:

1. Each period of delay up to the maximum shown (to help **you** pay for telephone calls, meals and refreshments purchased during the delay)
2. A proportion of any unused travel and accommodation costs.

TRAVEL DISRUPTION

We will pay **you** up to the amount shown in the Table 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 **catastrophe** or
- the insolvency of the accommodation provider, or their booking agents or

- the **public transport** on which **you** were booked to travel being cancelled or delayed (as shown in the Table of Benefits) , diverted or redirected after take-off or
- **you** are involuntarily denied boarding and no suitable alternative is offered within the timeframe shown in the Table of Benefits.

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** except under 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. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
4. Any strike or adverse weather that was publicly announced prior to **you** purchasing **your** policy or within 7 days of booking any **trip**.
   An example of publicly announced adverse weather would be the point which an impending weather event is officially named by the Met Office, Environment Agency or any similar body.
5. Any unused or additional costs incurred by **you** which are recoverable from:
   a. The providers of the accommodation, their booking agents, travel agent or compensation scheme.
   b. The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
   c. **Your** credit or debit card provider or Paypal.
6. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements within the timeframe shown in the Table of Benefits of the scheduled time of departure.
7. Claims arising from:
   a. Breakdown of any vehicle owned by **you** which has not been maintained in accordance with manufacturer's instructions or in the event of an accident or breakdown when a repairers report is not provided.
   b. Any costs incurred as a result of **you** not planning **your** journey correctly, **you** must allow enough time to complete **your** journey and arrive at the time stipulated by the travel provider.
   c. Any property maintenance costs or fees incurred by **you** as part of **your** involvement in a Timeshare or Holiday Property Bond scheme are not covered.
   d. Any inbound **public transport** cancelled by a provider due to **you** missing **your** outbound **public transport**.
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 claim where **you** were unable to take **your public transport** due to delays in security and/or customs.
10. Any costs for **your Package** holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice
11. **Your** inability to travel due to **you** not producing vaccine certificates, medical tests/documents which are needed to travel.
12. **Your** unused and/or additional travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator.
13. Anything mentioned in the Exclusions and Conditions 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, **sports equipment** and **your personal money**. Below explains the cover **we** provide if **your** articles are lost, stolen or damaged.

WHAT IS COVERED

1. **We** will pay **you** up to the amount shown in the Table of Benefits for the following items if they are accidentally lost, damaged or stolen whilst on **your trip**.
   a. **Baggage**
   b. **Valuables**
   c. **Personal money**
   d. Cash
   e. Replacement **important documents**
   If **you** have to claim **you** will be entitled to the full replacement cost of **your** items, with no depreciation or deductions for wear and tear.
2. **We** will pay **you** up to the amount shown in the Table of Benefits to obtain a replacement of **your important documents** including **your** passport 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. **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. Any claim for **sports equipment** where the policy doesn't cover the sport or activity which **you** are taking part in.
4. Any claim for **ski equipment** (please refer to Section 7 – Winter sports if **you** have paid the premium for the additional cover).
5. Any claim for **Gadgets** (please refer to Section 8 – Gadget cover).
6. 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.
7. Loss, theft of or damage to **baggage** and **sports equipment** 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.
8. Loss, theft or damage:
   a. Due to delay, confiscation or detention by customs or any other authority,
   b. To motor accessories (excluding keys which are covered only for a car which is owned by **you**),
   c. To tobacco products, tobacco substitutes and perishable goods (such as food and drinks)
   d. Mechanical or electrical breakdown.

9. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.
10. Anything mentioned in the Exclusions and Conditions 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

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 amount shown in the Table 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

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. **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. 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**.
2. Legal costs and expenses incurred prior to **our** written acceptance of the case.

3. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
4. Any claim where legal costs and expenses are variable depending on the outcome of the claim.
5. Legal costs and expenses incurred if an action is brought in more than one country.
6. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
7. The costs of any Appeal.
8. Claims by **you** other than in **your** private capacity.
9. Anything mentioned in General exclusions applying to **your** policy.

SECTION 5B - PERSONAL LIABILITY

WHAT IS COVERED

We will pay **you** up to the amount shown in the Table 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 tell us as soon as possible about any incident which may lead to a claim against **you**.
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 as long as they comply with the terms and conditions outlined in this policy.

WHAT IS NOT COVERED

1. The **excess** except for claims under Section 5a - Legal expenses and assistance.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Compensation or legal costs arising directly or indirectly from:
   a. Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
   b. Pursuit of any business, trade, profession or occupation or the supply of goods or services.
   c. Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
   d. The transmission of any contagious or infectious disease or virus.
   e. **Your** ownership, care, custody or control of any animal.
   f. Any claim where the incident occurred within the **UK**.
4. Anything mentioned in the Exclusions and Conditions 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 death, loss of sight, loss of a limb or permanent total disablement, as a result of an **accident** during **your trip**. This section will not be applicable if **you** suffer any of the above as the result of an illness.

WORDS WITH SPECIAL MEANINGS IN THIS SECTION (WHICH ARE SHOWN IN ITALICS)

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

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

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

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

WHAT IS COVERED

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

1. **your** death,
2. Loss of limb and /or loss of sight,
3. permanent total disablement.

SPECIAL CONDITIONS RELATING TO CLAIMS

1. **Our medical practitioner** may examine **you**, and where deemed necessary, **you** may be referred to a specialist for further consultation.

WHAT IS NOT COVERED

1. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
2. Benefit is not payable to **you**:
   a. Under more than one of benefit 1, 2 or 3 above.
   b. Under benefit 2 if the permanent loss of use of an entire hand or foot is only partial and not total and complete (being 100%).
   c. Under benefit 3 until one year after the date **you** sustain injury due to an **accident**.
3. Benefit 1 will be paid to the deceased **insured person**'s estate.
4. Any claim which is caused by either:
   a. Medical or surgical procedures or
   b. Illness, infection or bacteria or
   c. Any gradually developing bodily deterioration.
5. Any claim which is related to suicide.
6. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

SECTION 7 – WINTER SPORTS

(only applicable if shown on **your** policy schedule)

INTRODUCTION

This section is available to purchase as an optional upgrade.

The purpose of this section is to provide cover whilst **you** are on a Winter sports **trip** that involves activities or sports that are on snow or ice It's important to check the sports and other activities section of the wording 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** policy schedule and the additional premium has been paid.

WHAT IS COVERED

We will pay **you** up to the amounts shown in the Table of Benefits for:

1. The accidental loss of, theft of or damage to **your** own **ski equipment** (reduced to the amount shown in the Table of Benefits for hired **ski equipment**).
2. The cost of hiring replacement **ski equipment** if **your** owned **ski equipment** is lost, stolen or damaged (including temporary loss in transit for more than 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 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** under point 1 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 or damage to **ski equipment** left unattended at any time.
4. 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) or locked in a dedicated **ski equipment** storage rack and entry has been gained by unauthorised access.
5. Any claim where **you** did not leave **your home** to start **your trip**.
6. 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. mechanical or electrical breakdown.
7. Anything mentioned in the Exclusions and Conditions sections which are 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** policy schedule.

No cover under Section 5b – Personal Liability for those sports or activities marked with*

** A piste is a recognised and marked ski run within the resort boundaries.

- Cross country skiing /Nordic skiing
- Dry slope skiing/ boarding
- Husky dog sledding (organised non- competitive and with experienced local driver
- Ice cricket
- Ice- go carting (within organisers guidelines and no liability cover
- Ice hockey
- Ice windsurfing (no liability cover)
- Kick sledging
- Ski biking
- Ski boarding
- Ski –blading
- *Ski -doing/snow mobiling
- Ski run walking
- Skiing cross country
- Skiing-mono
- Skiing- nordic
- Skiing -off piste** with a guide
- Skiing on piste **
- *Sledging/sleigh riding (pulled by a horse or reindeer as a passenger)
- Sledging tobogganing on snow
- Snow biking
- Snow blading
- Snow boarding-off** piste with a guide
- Snow boarding on piste **
- Snow bobbing
- Snow carving (using non powered hand tools only and not working above 3 metres from the ground
- Snow go karting (no liability cover)
- *Snow mobiling/skidooing (no liability cover)
- *Snow scooting
- *Snowcat driving
- Snow shoe walking up to 3,500 metres above sea level
- Snow tubing
- Telemarking
- Winter walking up to 3,500 metres above sea level (using crampons and ice picks only)

SECTION 8 – GADGET COVER

This policy is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846.

Bastion Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority in the **UK** under the registration number 650727. This can be checked on the Financial Services
Register at www.fca.org.uk/firms/ systems-reporting/register

IMPORTANT INFORMATION

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

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

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

INTRODUCTION

It's important that **you** read this wording and **your** policy schedule to make sure that everything **you**'ve told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. It's important that **you** keep this policy wording and **your** policy schedule in a safe place in case **you** need to look at them later.
In return for the payment of **your** premium **we** will provide insurance for **your** gadgets during **your trip**, as stated in **your** policy schedule. This policy only covers **your** gadgets when in the care of **you** or a member of **your** immediate family.

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

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

a. Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy.
b. To make sure that all information supplied as part of **your** application for cover is true and correct.
c. Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

DEFINITIONS

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

Accessories – Additional items, purchased in the **UK** and valued at £150 or below, that come with **your gadget**, such as chargers, carrying cases, headphones, hands-free mounting kits, and USB cables. Sim cards and wearables are not covered. Cover is only in place for accessories purchased in the **UK**. Evidence of ownership for accessories will need to be provided at point of claim.

Accidental Damage: Any unintentional and unexpected damage that happens to **your gadget**.

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

Accommodation - **Your** hotel, resort, or other main residence where **you** are staying during **your trip**.

Breakdown - A sudden mechanical or electrical failure of **your gadget**, resulting in it stopping working as it should.

Claims administrators – The Oxford Claims Company.

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

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

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

Excess - The amount **you** must pay for each claim **you** make under this policy.

Gadget(s) – The portable electronic **gadget**/s that meet the Criteria. Gadgets include: Mobile Phones, iphones, ipads, Tablets, Camera's Camera Lenses, MP3 Players, Games Consoles, Video Camera's, Go Pro's, Smartwatch- es, Bluetooth Headsets, Satellite Navigation Devices, PDA's, E-Readers, Head/ Ear Phones / Ear Buds and Laptops. Please note **we** do not provide cover for drones or wearables.

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

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

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

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

Trip – Any holiday or pleasure or business **trip** within the area of travel shown in **your** policy certificate. It must begin and end at **your home** area during the period of insurance. It does not include one-way **trips**. Any **trip** only within **your home** area is covered only if **you** booked at least 2 nights in a hotel, motel, camp, B&B, cottage, or similar paid accommodation. It must be during the dates on **your** certificate.

Terrorism - The use or threat of serious violence to advance some kind of cause.

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

We, us, our – Collinson Insurance.

You, your, yourself – The person, who is over 18 years old, who owns the **gadget**(s) as stated on the policy schedule, or if **you** are a business, any current employee and who is a permanent resident of the United Kingdom.

Note:

- If **your gadget** has the functionality, **you** must activate any location finder app or software to help **you** locate and retrieve the **gadget**. If **your gadget** is lost or stolen, and the functionality is available, **you** must enable any locking or location-finding feature on **your** gadget. This may also enable **you** to lock and wipe the data stored on **your gadget**. Do not attempt to retrieve **your gadget** if **you** believe it has been stolen or if **you** are unfamiliar with the location. If **you** suspect **your gadget** has been stolen, report the theft to the police.
- **We** will block the IMEI number of any lost or stolen **gadget** and will monitor this on an on-going basis after **your** claim has been settled. If it is discovered the IMEI has been unblocked at a later date, **we** will investigate

this and seek to recover its property.

WHAT WE WILL COVER

A. ACCIDENTAL DAMAGE / MALICIOUS DAMAGE

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

B. THEFT

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

C. ACCIDENTAL LOSS

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

D. BREAKDOWN

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

E. UNAUTHORISED CALL/DATA USE

If **your** mobile phone is lost or stolen whilst on **your trip** and is used fraudulently, and **your** claim is covered by **your** policy, **we** will reimburse **you** for the costs upon receipt of **your** itemised bill up to a maximum value of £2,500 for any one claim. This includes calls, messages, downloads and data made / used from the time it was accidentally lost or stolen up to a maximum of 24 hours from discovery of the incident.

F. LIQUID DAMAGE

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

G. ACCESSORIES

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

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

WHAT WE WILL NOT COVER

Your gadget is not covered for:

1. Theft:
   - If the theft is from a motor vehicle where neither **you** nor someone acting on **your** behalf is present, unless the **gadget** was concealed in a locked boot, glove compartment, or other locked internal compartment, with all the vehicle's windows, doors, and security systems closed, locked, and activated.;
   - If the theft is from premises, buildings or land without the use of force resulting in damage to the property. Evidence of damage such as a photo,may be requested at the point of claim.
   - when away from **your accommodation**, or when in **your accommodation** with invited guests or other people; unless the **gadget** is concealed on or about **your** person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer);
   - where **your gadget** was in the possession of a third party (other than a member of **your immediate family**) at the time of the event giving rise to a claim under this insurance;
   - where the **gadget** has been left **unattended** when it is away from **your accommodation** (including being in luggage during transit); or
   - where all available precautions have not been taken to prevent theft;

2. Loss or damage caused by:
   - **you** deliberately damaging the **gadget**;
   - **you** not following the manufacturer's instructions;
   - the use of non-manufacturer approved accessories;
3. Repair or other costs for:
   - routine servicing, inspection, maintenance or cleaning;
   - loss caused by a manufacturer's defect or recall of the **gadget**;
   - repairs carried out by persons not authorised by **us**;
   - liquid damage to **your gadget** where the event causing the need to claim involved **you** taking **your** gadgets on a boat or other water vessel (other than a ferry or **cruise** ship), or whilst taking part in water activities.
   - wear and tear or gradual deterioration of performance;
   - cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance;
4. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
5. Any loss of a SIM (subscriber identity module) card.
6. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget** unless relating to unauthorised call/data use for **your** mobile phone up to the maxi- mum value of £2,500.
7. The policy **excess** - if **you** make a claim, an **excess** fee, as stated in the schedule of benefits, applies which must be paid to **us** before **your** claim can be settled.
8. Loss of or damage to accessories that were not attached or connected to **your** gadget at the time of the incident.
9. Any claim for a **gadget** where proof of usage cannot be provided or evidenced.
10. Any claim for **accidental** loss where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your gadget**.
11. Any claim for any **gadget** that was purchased as second hand or used, that is not a refurbished **gadget**, sold with a minimum 12 month warranty
12. Reconnection costs or subscription fees of any kind.
13. War Risk
    Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
14. Nuclear Risk
    Any direct or indirect consequence of irradiation, contamination by nuclear material, or the properties of any radioactive matter or device
15. Sonic Boom
    Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
16. Loss of Data or Software
    Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insur- ance or otherwise.
17. Any indirect loss or damage resulting from the event which caused the claim under this policy.
18. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.
19. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
20. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction.
21. Any claim over and above the **limit of liability**.
22. Any **gadget** whilst it's in transit with a third party such as a courier or postal service.
23. Any claim for any **gadget** which does not meet the **criteria**.
24. Any claim for any amount over the single article limit based on the level of **your** cover.
25. Any loss of or damage to accessories that were not accidentally lost, stolen or damaged at the same time as an incident happening to **your gadget**.
26. Any electronic device that is not included within the definition of **gadget**(**s**) in this policy wording.

CLAIM SETTLEMENT

1. The intention of this policy is to put **you** back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the **gadget** cannot be replaced with an identical **gadget** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original **gadget**. **We** cannot guarantee that the replacement **gadget** will be the same colour as the original item.
2. Repairs will take place on **your** return to the **UK** and will be carried out using readily available parts. Where possible **we** will use Original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions. Please note that for mobile phones or other small gadgets, the cost of posting **your gadget** for repair will be borne by **you**.
3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.
4. All blocks must be removed from **your gadget** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in **your** claim being delayed, and/or, **your gadget** being returned to **you**.
5. The maximum amount payable for any single **gadget** or item shall not exceed the single article limit as specified in the **schedule of insurance**. Furthermore, in no event shall the total amount paid for all claims during the period of insurance exceed the **limit of liability** as defined within the terms and conditions of this policy.

CONDITIONS AND LIMITATIONS

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

CANCELLATION

You are free to cancel this policy at any time, If **you** wish to cancel within 14 days of the policy purchase date, **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 apolicy after the first 14 days of the purchase date **you** will receive a proportionate refund, so long as **you** are not away on a **trip** at the time of cancellation and no claim has been or will be made since the policy was issued.

We reserve the right to cancel the policy by providing 21 days' notice by registered post to **your** last known address on the following grounds:

- If **you** make a fraudulent claim
- If **you** are or have been engaged in criminal or unlawful activities.
- If any policy in **your** name is added to the Insurance Fraud Register.

In each case no refund of premium will be made.

CLAIMS PROCEDURE

You must:

- notify the claim administrators by logging **your** claim on **our** online by visiting **our** portal: https://theoxfordclaimscompany.co.uk/make-a-claim/
  Alternatively, **you** can email **us** on claims@theoxfordclaimscompany.co.uk or call **us** on 01865 745566
- report the theft or **accidental loss** of any **gadget**, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
- report the theft or loss of any gadgets to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim and a lost property number in support of an **accidental** loss claim; Please note any delay in reporting an incident to the claim administrators, **your** Airtime Provider or the Police may invalidate **your** right to claim under the policy.

1. Provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers; and
2. If **we** replace **your gadget**(s) the damaged or lost item becomes **our** property. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.
3. The appropriate **excess**, as shown in the schedule of benefits, must be paid before **your** claim can be approved.

Please address all claims correspondence to the Claims administrators:
The Oxford Claims Company,
Temple Court Mews,
109 Oxford Road,
Oxford
OX4 2ER
claims@theoxfordclaimscompany.co.uk

To help **us** improve **our** service **we** may record or monitor telephone calls.

WARNING

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **we** may also take legal action against **you** and inform the appropriate authorities.

COMPLAINTS

CLAIMS / SERVICE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact The Oxford Claims Company.

The contact details are:
The Oxford Claims Company, Temple Court Mews, 109 Oxford Road, Oxford OX4 2ER
Email: complaints@theoxfordclaimscompany.co.uk
Telephone: 01865 745566

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

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we**'ll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you**'re still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

THE FINANCIAL OMBUDSMAN SERVICE

Exchange Tower
1 Harbour Exchange Square, London
E14 9SR
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Following this complaints procedure does not stop **you** from taking legal action.

COMPENSATION SCHEME

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

DATA PROTECTION

How we use the information about you
As **your insurer** and a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you**;
- issue **you** this insurance policy;
- deal with any claims or requests for assistance that **you** may have
- service **your** policy (including claims and policy administration, payments and other transactions); and, detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed;
- protect **our** legitimate interests

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, Bastion Insurance Services Ltd, The Oxford Claims Company, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy

PROCESSING YOUR DATA

- **Your** data will generally be processed on the basis that it is:
- necessary for the performance of the contract that **you** have with **us**;
- is in the public or **your** vital interest: or
- for **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

HOW WE STORE AND PROTECT YOUR INFORMATION

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

HOW YOU CAN ACCESS YOUR INFORMATION AND CORRECT ANYTHING WHICH IS WRONG

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact **us** by email or letter as shown below:
Email address: data.protection@collinsongroup.com
Postal Address: 5th floor, 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/

COMPLAINTS PROCEDURE

You have the right to expect the best possible service and support. If **we** have not delivered the service that **you** expected or **you** are concerned with the service provided, **we** would like the opportunity to put things right. If **you** feel **we** have fallen short of **our** standards, please contact:

IF YOUR COMPLAINT IS ABOUT THE SALE OF YOUR POLICY;

Write to **us**: Suite 5, Floor 3
Kings Court, London Road,
Stevenage, SG1 2NG
Email **us**: complaints@outbackerinsurance.com
Phone **us**: 0203 4754684

FOR ALL CLAIMS COMPLAINTS (EXCEPT GADGET COVER COMPLAINTS; PLEASE REFER TO SECTION 8)

Write to **us**: Complaints Team,
AXA Partners,
The Quadrangle,
106-118 Station Road,
Redhill RH1 1PR
Email **us**: claimcomplaints@axa-assistance.co.uk
Phone **us**: 01737 815227

When **you** make contact please provide the following information:

- **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 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 9 123 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 remain unaffected by the existence or use of **our** complaints procedure. However the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

DATA PROTECTION NOTICE AND FRAUD

By providing **your** personal information in the course of purchasing this policy and using **our** services, **you** acknowledge that **we** may process **your** personal information. **You** also consent to **our** use of **your** sensitive information. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice available at https://www.axapartners.com/en/page/en.privacy-policy

Processing **your** personal information is necessary in order to provide **you** with an insurance policy and other services.

We also use **your** data to comply with **our** legal obligations, or where it is in **our** legitimate interests when managing **our** business. If **you** do not provide this information **we** will be unable to offer **you** a policy or process **your** claim.

We use **your** information for a number of legitimate purposes, including:

- Underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention.
- Use of sensitive information about the health or vulnerability of **you** or others where relevant to any claim or assistance request, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes.
- Monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control.
- Technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory). Detailed analysis on claims to better monitor providers and operations. Analysis of customer satisfaction and construction of customer segments to better adapt products to market needs.
- Obtaining and storing any relevant and appropriate supporting evidence for **your** claim, for the purpose of providing services under this policy and validating **your** claim.
- Sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We may disclose information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

When carrying out these activities, **we** may transfer **your** personal information outside the **UK** or the European Economic Area (EEA). Where this happens **we** will make sure that the appropriate safeguards have been implemented to protect **your** personal information. This includes ensuring similar standards to the **UK** and EEA are in force and placing the party **we** are transferring personal information to under contractual obligations to protect it to adequate standards.

We keep **your** personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this notice and in order to comply with **our** legal and regulatory obligations.

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

If **you** want to know how to make a complaint to the **UK** Information Commissioner or have any other requests or concerns relating to **our** use of **your** data, including obtaining a printed copy of the website privacy notice please write to **us** at:

Data Protection Officer
AXA
106-108 Station Road
Redhill
RH1 1PR
Email: dataprotectionenquiries@axa-assistance.co.uk