



A to Z Cover

Travel Insurance Policy Wording

Backpacker insurance

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The insurance contract

About Your insurance Policy:

A To Z Cover is sold and administered by A to Z Cover Limited which is an insurance intermediary authorised and regulated by the Financial Conduct Authority, registration number 973755

A to Z Cover is underwritten by Capacity Insights, a trading name of Healix Insurance Services Ltd, on behalf of the Insurer, Hamilton Insurance DAC under Binding Authority Number B0775RCB44325.

Healix Insurance Services Ltd is registered in the UK under number 05484199 and are authorized and regulated by the Financial Conduct Authority, registration number 437248.

Hamilton Insurance DAC is a designated activity company registered in Ireland and authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in connection with their UK branch. Registered office: 2, Shelbourne Buildings, Crampton Avenue, Ballsbridge, Dublin4, D04W3V6, Ireland and registered number: 484148

Throughout **Your Policy**, certain words have special meanings and these are listed and explained in the section "Words with special meanings". These words are highlighted in bold wherever they appear.

To be eligible for cover under this **Policy**, each **Insured Person**: Must be in the **United Kingdom** when the **Policy** is purchased and:

- a. Must be aged 50 or under at the date of purchase; and
- b. Must be resident in the **United Kingdom**, meaning that **You**:
 - have an address in the **United Kingdom**; and
 - have lived in the **United Kingdom** for at least 6 of the last 12 months; and
 - are registered with a General Practitioner in the **United Kingdom**.

The maximum trip duration available, unless otherwise shown on **Your Policy Schedule**, is 547 days.

If **You** have any queries about **Your** cover, **You** can call **Our** Customer Helpline on 02921 684346 and tell **Us Your Policy** number. **We** want **You** to get the most from **Your Policy** and to do this **You** should:

- Read **Your Policy** carefully and make sure **You** have the level of cover that meets **Your** needs.
- Make sure **You** have declared any **Pre-existing Medical Conditions**.
- Contact **Us** if there are any changes to **Pre-existing Medical Conditions** or new medical conditions before **You** travel or book another trip; failure to do so may result in a claim being rejected or payment being reduced.
- Make sure that **You** understand the conditions and exclusions which apply to **Your Policy** because if **You** do not meet these conditions, it may affect any claim that **You** make.

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

- **Pre-existing Medical Conditions** (unless the appropriate additional premium has been paid and **We** have agreed them in writing) or **Excluded Medical Conditions**.
- **Hazardous Activities and Sports**. Whether **You** are covered or not for a particular activity will depend on the cover option **You** have chosen, as shown on **Your Policy Schedule**.
- Children when travelling independently under a family or single parent family policy.

- Uninsured losses e.g. the cost of obtaining a Police or medical report.

Each section of the **Policy** has a limit on the amount **We** will pay under that section, called the sum insured. Some sections also include inner limits e.g. for a single item or for **Valuables** in total. The sums insured and inner limits for each section are shown in the “Table of Benefits”.

Claims under most sections of the **Policy** will be subject to an **Excess**, which applies per claim per section for each **Insured Person**. Where **We** are making a claims payment to **You**, **We** will deduct the **Excess** from the payment amount. Where **We** are settling a claims invoice directly with a medical provider or other supplier, **You** will be responsible for paying **Us** the **Excess**. The amount of **Excess** per person for each section of cover is shown in the “Table of Benefits”. This will not apply if **You** have purchased the Excess Waiver option.

The things which are not covered by **Your Policy** are stated in:

- The “General Policy Exclusions”.
- Under “What is not covered” in each section of cover.

About Your contract:

Your Policy is a legal contract between **You** and **Us**. The two parts – **Your Policy Wording** and **Your Policy Schedule** – make one legal document and **You** must read them together.

The laws of the **United Kingdom** allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **United Kingdom** where **Your Home** is, unless otherwise agreed by **Us** in writing. The only exception is if **Your Home** is in the Channel Islands or the Isle of Man, when the law of England and Wales will apply to this contract.

If there is any disagreement, **We** will use **Your Policy** over any other assurances or statements, unless they are confirmed in writing and form part of the **Policy**.

All communication between **You** and **Us** will be in English.

Your Policy is based on all the information **You** gave **Us** about **You**, the person(s) named on **Your Policy Schedule**, other person(s) on whom **Your** trip may depend, **Your** trip(s) and personal circumstances when **You** applied for the insurance. Every time **We** or **You** make a change to **Your** insurance, **We** will send **You** a new **Policy Schedule**.

Compensation Scheme:

If **You** are resident in England, Scotland, Wales or Northern Ireland, **You** are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under their policies. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100. This scheme does not apply to residents of the Channel Islands or the Isle of Man.

Our part of the contract is as follows:

We provide the cover set out in **Your Policy**. **Your Policy Schedule** shows which sections of cover in the **Policy Wording** **You** have chosen to purchase, and the total premium. This cover will only apply to the named **Insured Person(s)**, during the **Policy Period** and within the geographical limits all shown on **Your Policy Schedule**.

Your part of the contract is as follows:

You must pay the premium for each **Policy Period**. **You** can pay the premium with a debit or credit card or any other agreed method.

Start and end of cover

Cover for the Cancellation of **Your Insured Journey** starts on the issue date shown on **Your Policy Schedule** and ends when **You** leave **Your Home** to start **Your Insured Journey**. All other cover under this **Policy** starts when **You** leave **Your Home** to start **Your Insured Journey** and ends when **You** return to **Your Home** to end **Your Insured Journey**, provided this is within the **Policy Period**. In the event that **You** choose to extend **Your** trip beyond the end of the **Policy Period**, all cover will end at the end of the **Policy Period**, unless otherwise agreed by **Us** in writing.

Automatic extension of cover:

In the event that **You** are forced to extend the duration of **Your Insured Journey** beyond the **Policy Period** as a result of an insured medical emergency or other insured cause, **Your** cover will be automatically extended until **You** are able to return to **Your Home** or to a medical or care facility in the **United Kingdom** (whichever is sooner).

In the event of a medical emergency abroad, the assistance company, in consultation with the treating **Medical Practitioner**, will determine when **You** are medically fit to be repatriated.

If **You** decline to return **Home** after this time, all cover will end.

When **Your** return is delayed by another insured cause, if **You** decline to return **Home** after such time as reasonable travel arrangements can be made, all cover will end.

Cancelling or amending Your Policy:

Please tell **Us** immediately if **Your Policy** does not meet **Your requirements**. If **You** cancel within 14 days of the receipt of **Your** documentation and **You** have not started a trip or made or intend to make a claim, **We** will give **You** a full refund. Following this 14 day period, **You** continue to have the right to cancel **Your Policy** at any time by contacting **Us**.

If the notice of cancellation is received outside of the 14-day cooling-off period, no premium will be refunded. Discretion may be exercised in exceptional circumstances such as bereavement or a change to **Your Policy** resulting in **Us** declining to cover **Your** medical conditions.

We may cancel **Your Policy** by giving **You** 14 days' notice in writing. If this happens, **We** will refund the premium **You** have paid for the rest of the **Policy Period**.

Once **Your Policy** has been cancelled, **Your** cover will end and **You** will not be able to make a claim.

Fraud:

The contract between **You** and **Us** is based on mutual trust.

However, if anyone named on **Your Policy Schedule** or anyone acting for **You** provides false information or documentation or withholds important information to obtain cover under **Your Policy** for which **You** do not qualify, or to obtain cover at a reduced premium, then:

- **Your Policy** may be void; and
- **We** may be entitled to recover from **You** the amount of any claim already paid under **Your Policy**; and
- **We** will not return any premium paid; and
- **We** will inform the Police and criminal proceedings may follow.

In addition, in the event that anyone named on **Your Policy Schedule** or anyone acting for **You**:

1. Makes a claim knowing this to be false or fraudulently exaggerated in any respect or to any degree; or

2. Makes a statement in support of a claim knowing the statement to be false in any respect; or
3. Submits a document in support of a claim knowing the document to be forged, amended or false in any respect; or
4. Makes a claim in respect of any loss or damage caused by **You**/their wilful act, knowledge or connivance; or
5. Acts in any other manner in order to gain a financial advantage to which **You** would not otherwise be entitled;

then **We**:

- Will not pay any part of the claim; and
- Will, at **Our** option, cancel **Your Policy**; and
- Will not return any premium paid; and
- Will inform the Police and criminal proceedings may follow.

Conditions which apply to Your Policy:

We would like to draw **Your** attention in particular to some of the conditions **You** must meet as **Your** part of the contract. Other conditions are shown in the "General Policy conditions", in "Claims conditions" and within each section of cover as "Additional conditions applying to this section". If **You** do not meet these conditions, **We** may not pay **Your** claim.

You must declare all pre-existing medical conditions:

To make sure **Your Policy** fully covers **You** for **Your** trip, it is important that **You** tell **Us** about any **Pre-existing medical conditions** affecting the health of anyone to be insured under this **Policy**. **We** will assess the conditions and confirm whether **We** can issue a **Policy** to cover claims for those particular conditions or any associated condition. Please also note that the **Policy** applies exclusions to the health of non-travelling relatives and other people upon whom **Your** trip depends which **We** cannot cover so please read this wording carefully.

Important Conditions and Exclusions relating to Health

SPECIFIC HEALTH EXCLUSIONS THAT APPLY AT THE TIME OF BUYING YOUR POLICY OR PRIOR TO BOOKING ANY TRIP (WHICHEVER IS LATER)

Any claim arising directly or indirectly from:

- Any medical condition for which You have received a terminal prognosis;
- Any set of symptoms for which You have not had a confirmed diagnosis;
- Any medical condition for which You are on a waiting list or which You have the knowledge of the need for surgery or treatment at a hospital, clinic or nursing home.

SPECIFIC HEALTH EXCLUSIONS THAT APPLY THROUGHOUT THE DURATION OF YOUR POLICY

Any claim arising directly or indirectly from:

- Any medical condition that You have in respect of which a Medical Practitioner has advised You not to travel (or would have done so had You sought their advice), but despite which You still travel;
- Any medical condition for which You are travelling outside of Your Home area to obtain treatment;
- Any medical condition for which You or any other person upon whom travel depends, such as a close Relative, is 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.

PRE-EXISTING MEDICAL CONDITIONS THAT ARE EXCLUDED UNLESS YOU DECLARE THEM ALL TO US AND WE AGREE COVER FOR THEM IN WRITING

Any claim arising directly or indirectly from:

- Any cancerous, respiratory, heart or circulatory conditions (problems with blood flow, including strokes, high blood pressure and cholesterol) for which a diagnosis has been made or treatment has been received in the 5 years prior to buying this policy or anytime between the date You bought this policy and the date of departing on a Trip; and/or,
- Any medical condition for which treatment has been received, medication has been prescribed or attendance at a Medical Practitioner's surgery, hospital or clinic has been required in the two years prior to buying this policy or anytime between the date You bought this policy and the date of departing on a Trip; and/or,
- Any psychological conditions such as stress, anxiety or depression or psychiatric conditions such as eating disorders, drug or alcohol abuse or mental instability for which a diagnosis has been made or treatment has been received in the 5 years prior to buying this policy or anytime between the date You bought this policy and the date of departing on a Trip.

HEALTH EXCLUSIONS RELATING TO CLOSE RELATIVES, COLLEAGUES, TRAVELLING COMPANIONS NOT INSURED BY US AND PEOPLE WITH WHOM YOU PLAN TO STAY ON YOUR TRIP

Cover under Section 2 and 3 – 'Cancellation' and 'Curtailed and loss of holiday' is only extended to cover claims relating to Pre-existing Medical Conditions of Your close Relatives, travelling companions not insured by Us and people with whom You plan to stay on Your Trip if, at the date of purchasing the policy or booking a Trip, whichever is later, they have not been prescribed medication for any condition; they are not on a hospital waiting list for investigation or treatment of any undiagnosed set of symptoms; they have not been referred to a hospital specialist and are not due to receive any inpatient treatment; or been given a terminal prognosis.

PREGNANCY

Normal pregnancy, without any accompanying Bodily Injury, illness, disease or complication is not covered under this policy. This policy is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event. Cover can only be considered where there is a complication of pregnancy or if You were unaware of the pregnancy at the time of purchasing the insurance or booking a Trip (whichever is later) and You are advised not to travel by a Medical Practitioner.

Airlines and ferry companies have their own restrictions due to health and safety requirements so please ensure that You check with them or with any other transport provider before You book the Trip. Please also ensure that Your Medical Practitioner and midwife are aware of Your travel plans, that there are no known complications and that You are not travelling against any medical advice.

CHANGES IN HEALTH

If, after **You** purchase **Your Policy**, or before booking any new trips, any of the following happens:

- **You** are diagnosed with a new medical condition; or
- **You** experience new or recurring symptoms or have an undiagnosed condition; or
- **Your** doctor or consultant adds to or changes **Your** prescribed medication; or
- **You** receive inpatient medical treatment; or
- **You** are waiting for an investigation or medical treatment or procedure;
- **You** receive a terminal prognosis,

You must call **Our** Customer Helpline on 02921 684346. A member of the team will ask **You** specific questions about **Your** medical condition(s). This may result in **You** needing to pay an additional premium to allow cover to continue for **Your Pre-existing Medical Conditions** and associated conditions.

If **Your** health changes and **You** do not wish to pay the additional premium, **You** will be entitled to cancel **Your Policy**, in which case, **We** will refund a proportion of **Your** premium.

If **Your** health changes and **We** are no longer able to continue to provide cover due to the additional medical risk, **You** will be entitled to cancel **Your Policy**, in which case, **We** will refund the full single trip premium or a proportion of **Your** annual multi trip premium.

Please note that **Your** general practitioner or consultant telling **You** that **You** are well enough to travel does not mean that **You** will be covered for **Your Pre-existing Medical Condition(s)**. If **You** have any concerns regarding whether or not **You** will be covered, please contact **Our** Customer Helpline on 02921 684346.

You must take all reasonable care to avoid or prevent injury, Illness, loss, theft or damage:

Everyone named on **Your Policy Schedule** must take all reasonable care to avoid or prevent **Illness** or **Bodily Injury** to everyone covered under **Your Policy** and to avoid or prevent loss, theft or damage to everything covered under **Your Policy**.

Failure to take reasonable steps to avoid or prevent **Illness, Bodily Injury**, loss, theft or damage will result in a deduction from any claim payment or may result in **Your** claim not being paid.

Policy Changes:

You must tell **Us** as soon as reasonably possible if:

- **Your** address or email address has changed; or
- **You** or any person named on **Your Policy Schedule** are no longer a resident in the **United Kingdom**; or
- **You** require any additional cover to be added to **Your Policy**; or
- **Your** trip destination changes and is outside the geographical limits covered by **Your Policy**; or
- **You** wish to add another traveller to **Your Policy**; or
- There are any changes in **Your** health.

If **You** do not tell **Us** about a change in **Your** circumstances, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

Reciprocal health agreements

If **You** require medical treatment during **Your** trip then, in the first instance, **You** must make use of any reciprocal health agreement between the United Kingdom, Channel Islands, or the Isle of Man and the country **You** have travelled to.

In the event of liability being accepted for a medical expense that has been reduced by the use of a reciprocal health agreement, **We** will not apply the deduction of the **Excess** under the "Emergency medical and repatriation expenses" section.

Australia and New Zealand

If **You** require medical treatment in:

- Australia – **You** must enrol with a local MEDICARE office; or
- New Zealand – **You** must go to a state medical facility and present **Your** passport at the time of treatment.

If **You** are admitted to hospital, contact must be made with **Our** assistance company as soon as possible.

For more details please see: <https://www.nhs.uk/using-the-nhs/healthcare-abroad/>

Words with special meanings

The following are defined terms which will have the same meaning and appear in bold wherever they appear in the **Policy Wording**:

Accident/Accidental

A sudden, unexpected, specific, violent, external, visible, chance event which occurs at a single identifiable place and time.

Bodily Injury

An injury caused solely by an **Accident**, asphyxia, gases or vapours, immersion or submersion, self defence or unavoidable exposure to the elements.

Business Trip

A journey undertaken in relation to **Your** employment or usual occupation.

Cash

Valid coins, bank and currency notes.

Catastrophe

Avalanche, earthquake, explosion, fire, flood, hurricane, landslide, tornado, tsunami, volcanic activity or outbreak of infectious disease.

Colleague

Any person whose absence from the same business as **You** for one or more complete days at the same time as **Your** absence, prevents the effective continuation of that business.

Consent

1. **Your** agreement on **Your** own behalf; and
2. Where **You** are the legal parent or guardian of children under the age of 16 to be insured on the **Policy**, on their behalf; and
3. **Your** warranty that **Your** spouse or partner and any other children aged 16 and above to be insured on the **Policy**, have given their agreement; and
4. **Your** warranty that, where **You** are NOT the legal parent or guardian of children under the age of 16 to be insured on the **Policy** but **Your** spouse or partner is, that **Your** spouse or partner has given his/her agreement on their behalf.

Couple

You and **Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship.

Curtail/Curtailment

Returning to **Your Home** in the **United Kingdom** before the scheduled return date.

Cyber-attack

The use of disruptive activities such as hacking, worms, viruses, trojan horses, blended threats, ransomware and other malware, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of systems or infrastructure.

Event Ticket(s)

Tickets or passes which **You** have purchased to gain admission or entry to a theme park, water park, exhibition, concert, theatre or sporting event.

Excess

The amount of money **You** will have to pay per person per claim per section towards the cost of a claim.

Excess Waiver

The reduction of the **Excess** to zero.

Excluded Medical Conditions

As defined under IMPORTANT CONDITIONS AND EXCLUSIONS RELATING TO HEALTH.

Family

You and **Your** spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship and unmarried dependent children (including adopted, foster and step-children) aged up to 17. Unmarried dependent children are only covered when travelling with **You** or **Your** spouse or partner.

Gadget

Any one of the following items, which belong to:

1. **You**; or
2. A business where **You** have the relevant authority and responsibility to use and insure the **Gadget(s)** owned by the business.

Mobile Phones, Smart Phones, Laptops (including Custom Built), Tablets, Digital Cameras, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Bluetooth Speakers, Satellite Navigation Devices, E-Readers, Head/EarPhones, Smart Watches or a wrist worn Health and Fitness Tracker.

Golf Equipment

Golf clubs, golf bag, non-motorised golf trolley and golf shoes.

Hazardous Activities and Sports

Any pursuit or activity where it is recognised that there is an increased risk of serious injury or where there is a reasonable expectation of aggravating any existing injury or condition. See "Appendix 1: Hazardous Activities and Sports".

Home

Your principal place of residence, which is used for domestic purposes, within the **United Kingdom**.

Illness

A sudden, acute and unexpected deterioration in health not caused by **Bodily Injury**.

Insurance Event

One occurrence, or all occurrences of a series, consequent on or attributable to one source or originating cause, giving rise to a claim.

Insurer

Hamilton Insurance DAC

Insured Journey

A pre-booked **Leisure Trip** or **Business Trip** from or within the **United Kingdom**, starting and ending during the **Policy Period** and which includes a flight or pre-booked overnight accommodation away from **Your Home**.

Insured Person / You / Your

Any person named on the **Policy Schedule** who is eligible to be insured and for whom the premium has been paid.

Kidnap

The unlawful holding of an **Insured Person** by a third party without the **Insured Person's** consent and whose release is subject to the fulfilment of certain conditions.

Leisure Trip

A journey solely for holiday or leisure purposes.

Manual Work

Work that is physical, including, but not limited to construction, installation, assembly and building work, work that involves putting together, maintaining, repairing or using heavy electrical, mechanical or hydraulic machinery.

Medical Practitioner

A qualified medical physician, not being an **Insured Person, Relative, Colleague** or any other person travelling with **You**.

Mugging

A violent physical attack on **You** which causes **Bodily Injury**, involving attempted or actual theft by a person or persons not previously known to **You**.

Personal Money

Travellers cheques, **Cash** or pre-paid credit or cash cards belonging to **You**.

Personal Possessions

Baggage, clothing and personal effects, backpacks, bags and other containers taken on, or acquired, during an **Insured Journey** by **You**, and which are owned by **You** including **Valuables** and gifts purchased outside of **Your** country of residence (but excluding **Personal Money** and **Gadgets**).

Policy

The contract of insurance consisting of the **Policy Wording** and **Your Policy Schedule**.

Policy Period

The period to which the insurance applies, between and inclusive of the dates shown as "Cover start date" and "Cover end date" on **Your Policy Schedule**.

Policy Schedule

The certificate of insurance as amended or endorsed from time to time.

Policy Wording

This document.

Pre-existing Medical Condition

Any cancerous, respiratory, heart or circulatory conditions (problems with blood flow, including strokes, high blood pressure and cholesterol) for which a diagnosis has been made or treatment has been received in the 5 years prior to buying this policy or anytime between the date You bought this policy and the date of departing on a Trip; and/or,

Any medical condition for which treatment has been received, medication has been prescribed or attendance at a Medical Practitioner's surgery, hospital or clinic has been required in the two years prior to buying this policy or anytime between the date You bought this policy and the date

of departing on a Trip; and/or,

Any psychological conditions such as stress, anxiety or depression or psychiatric conditions such as eating disorders, drug or alcohol abuse or mental instability for which a diagnosis has been made or treatment has been received in the 5 years prior to buying this policy or anytime between the date You bought this policy and the date of departing on a Trip.

Private Accommodation

Within a permanent building, a securely lockable room or connected series of rooms including sleeping quarters for **Your** sole private use or the sole private use of **Your** travelling party.

Public Transport

Any publicly licensed train, tram, bus, coach, ferry service or airline flight operated according to a published timetable.

Relative

Your spouse or civil partner, or the person with whom **You** are permanently cohabiting in a marriage-like relationship, son, daughter (including adopted or foster child), mother, father, sister, brother, grandmother, grandfather, grandchild, fiancé(e) and next of kin, including the same in-law and step-relations.

Single Item Limit

The maximum amount **We** will pay for any one item, pair or set of items belonging to **You**. A pair or set is any number of items that belong together or can be used together.

Sports Equipment

Those articles which are usually worn, carried or held in the course of participation in a recognised sport.

Strike or Industrial Action

Any form of industrial action taken by workers that is carried out with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

Terrorism/Terrorist Act

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 or network, 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 apply:

1. The apparent intent or effect is to intimidate or coerce a government or business or to disrupt any segment of the economy; or
2. 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; or
3. 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.

Trip Interruption

Your temporary return to **Your Home**, or admission to a medical facility, in the **United Kingdom** before the scheduled end of **Your Insured Journey** as a result of:

1. **Your Illness or Bodily Injury** resulting in a valid claim under this **Policy** for **Your** emergency repatriation; or
2. **Your Curtailment.**

Trip Resumption

Following **Trip Interruption**, and before the end of the **Policy Period**, **You** resuming **Your Insured Journey**.

United Kingdom

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

Valuables

Jewellery, antiques, articles made of gold, silver or other precious metals, precious or semi-precious stones, musical instruments, furs, watches and binoculars.

Voluntary Break

You temporarily interrupting **Your Insured Journey** to return **Home** due to homesickness, attending a family event, festivities or any other cause which is not subject to a claim under this **Policy**.

War and Civil Unrest

1. Any sort of war (whether declared or not), hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, mutiny, uprising or military usurped power, martial law, state of siege or United Nations or NATO enforcement action; or
2. The explosion of war weapon(s), utilisation of nuclear, chemical or biological weapons or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

We/Our/Us

Capacity Insights on behalf of the Insurer, Hamilton Insurance DAC.

Geographical regions of travel

In order to charge a fair price for **Our** insurance, **We** divide the world into areas of higher and lower risk. These areas are defined below.

However, some countries or areas are considered too dangerous for travel and **We** will not cover **You** if **You** choose to travel there. **We** define these to be areas which are subject to **War and Civil Unrest** or where the Foreign, Commonwealth & Development Office (FCDO) has issued "advice against all but essential travel" or "advice against all travel". **You** can find this **Foreign Travel Advice** about any country **You** are planning to travel to at <https://www.gov.uk/foreign-travel-advice>

Europe 3

Albania, Andorra, Armenia, Austria, Azerbaijan, the Azores, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, the Channel Islands, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, the Faroe Islands, Finland (including Lapland), France, Germany, Gibraltar, Greece (including the Greek Islands), Hungary, Iceland, Ireland (Republic), the Isle of Man, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, the Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain, (including the Balearic Islands and the Canary Islands), Sweden, Switzerland, Turkey, Ukraine, the United Kingdom and the Vatican City.

Australia and New Zealand

Australia and New Zealand.

Worldwide excluding USA, Canada, Mexico and the Caribbean

All countries of the world EXCEPT:

Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, St Eustatius and Saba, Canada, Caribbean Islands, Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Montserrat, Netherlands Antilles, Puerto Rico, St Barthelemy / St Barts, St Croix, St Kitts and Nevis, St Lucia, St Maarten/St Martin, St Thomas, St Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, the United States of America, Virgin Islands (UK), Virgin Islands (US).

Worldwide including USA, Canada, Mexico and the Caribbean

All countries of the world.

Claims conditions

Fraud

If **You** make any misrepresentation or concealment or dishonest statement in obtaining the **Policy** or in support of any claim, the insurance will be void and all rights both in relation to that claim and otherwise under this **Policy** will be lost.

Making a claim

You must notify **Our** Claims Service as soon as possible when something happens that will or might result in a claim.

Medical examination

You may be required to submit yourself to a medical examination and/or deliver or arrange delivery of a medical declaration or report issued by a **Medical Practitioner**.

For all claims

1. Check the **Policy Schedule** and **Policy Wording** to see whether the loss is covered.
2. Contact **Our** Claims Service (open Monday to Friday, 09:00-17:00), as soon as possible, quoting **Your Policy** number and tell **Us** what has happened.
3. **For all claims other than those under Section 8 Gadget**
Telephone: 02921 684347
Email: travelclaims@imglobal.com
Online claims portal: www.imglobal.com/member/assistance/claims

For all Section 8 Gadget claims

Telephone: 0345 030 8138
Email: gadgetclaims@davies-group.com
Online claims portal: <https://CItravelgadget.davies-group.com>

4. **You** must obtain, keep and produce at **Your** own expense all receipts, invoices, reports and other documentary evidence required by **Us** to support **Your** claim. Original documents (not photocopies) will be required.

For personal possessions claims and for baggage delay claims

1. If **You** checked-in baggage is lost or damaged in transit or delayed, report to the airline, railway company, shipping line or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
2. For all damage claims obtain an estimate for repairs.
3. **You** must report all theft or losses (except when checked-in baggage is lost by the carrier) to the Police within 24 hours of discovery and obtain a written Police report.
4. In the event of baggage delay, retain receipts for the purchase of essential replacement items.

For medical emergency, medical related expenses, repatriation and evacuation claims

Please call the assistance company at any time of the day or night:

Telephone: +44(0)2921 684348
Email: 247assistance@imglobal.com

1. Please call the assistance company as soon as possible if **You** need to go to hospital, are admitted to a hospital or clinic for any reason or if **You** need a medical referral.
2. **You** must obtain authorisation from the assistance company before incurring any costs in excess of £500 or making any repatriation or evacuation arrangements. If **You** are too ill to do this yourself, someone else can do it for **You**.
3. If any costs are incurred before notification, **We** will only be liable for the costs **We** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
4. If **You** are travelling in a country where the **United Kingdom** has a reciprocal health agreement, **You** should use the reciprocal health agreement to reduce **Your** medical claim. If **You** do so, the **Excess** will not apply to **Your** medical claim.

For cancellation or curtailment claims

1. Contact **Our** Claims Service as soon as **You** know that there is a possibility of **Your** trip not going ahead or having to be cut short.
2. If **You** booked **Your** trip through a tour operator or travel agency, **You** must notify them of **Your** cancellation or **Curtailment** as soon as possible.
3. Get authorisation from **Our** Claims Service or the assistance company before incurring any expenses in **Curtailling Your** trip.
4. If **You** cancel **Your** trip for medical reasons, **Your** GP should complete the Medical Certificate on the claim form.
5. If **You** **Curtail Your** trip for medical reasons, the treating **Medical Practitioner** in the locality where the **Illness** or **Bodily Injury** occurred should complete the Preliminary Medical Certificate on the claim form.

For travel delay and abandonment claims

1. **You** must obtain a letter from the airline, carrier, or handling agent confirming the reason for the delay and detailing the scheduled and actual departure times.
2. **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for the compensation **You** are entitled to under **EU Regulation No. 261/2004 Air Passengers Rights**. If **You** fail to do so **Your** claim may be denied.

No interest

No interest shall be added to any claims payments.

Other insurance

If **You** claim under this **Policy** for something which is also covered by another insurance policy, including credit card insurance, **You** must provide **Us** with full details of the other insurance policy. **We** will only pay **Our** proportionate share of any claim, apart from a valid personal accident claim, which **We** will pay in full.

Rights and responsibilities

We will be entitled to take over and conduct in **Your** name (at **Our** expense) the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give all such information and reasonable assistance as **We** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **Us**.

In case of **Illness** or **Bodily Injury**, **We** may approach any doctor who may have treated **You** during the period of three years prior to the claim and **We** may, at **Our** own expense

and upon reasonable notice to **You** or **Your** legal personal representative, arrange for **You** to be medically examined as often as required, or in the event of **Your** death, have a postmortem examination carried out on **Your** body. **You** will supply, at **Your** own expense, a certificate from a **Medical Practitioner** in the form required by **Us** in support of any medical-related claim under the **Policy**.

Helplines

Emergency Assistance (24 hours, 7 days a week)

Telephone: +44(0)2921 684348

Email: 247assistance@imglobal.com

Claims Service (non-emergency claims)

Claims forms and general claims enquiries, Monday to Friday, 09:00 – 17:00

For all claims other than those under Section 8 Gadget

Telephone: 02921 684347

Email: travelclaims@imglobal.com

Online claims portal: www.imglobal.com/member/assistance/claims

For all Section 8 Gadget claims

Telephone: 0345 030 8138

Email: gadgetclaims@davies-group.com

Online claims portal: <https://CItravelgadget.davies-group.com>

Table of Benefits

Section	Cover	Essential		Standard		Premium	
		Sums insured	Excess	Sums insured	Excess	Sums insured	Excess
1	Emergency medical and repatriation expenses (limited cover in the UK – see Section 1 for full details)	£5,000,000	£150	£10,000,000	£100	£10,000,000	£50
	- Hospital confinement benefit	£20 per 24 hours up to £200	Nil	£50 per 24 hours up to £500	Nil	£50 per 24 hours up to £1,000	Nil
	- Mugging hospitalisation benefit	Nil	Nil	£50 per 24 hours up to £500	Nil	£50 per 24 hours up to £1,000	Nil
	- Emergency dental treatment	£250	£50	£300	£100	£750	£50
	- UK physiotherapy and chiropractic care	£300	Nil	£300	Nil	£400	Nil
	- Additional travel and accommodation expenses	£1,000	Nil	£2,000	Nil	£3,000	Nil
	- Funeral expenses abroad or cremation expenses abroad	£5,000	Nil	£5,000	Nil	£5,000	Nil
	- UK prescription	£50	Nil	£50	Nil	£50	Nil
2	Cancellation	£1,500	£150	£2,500	£100	£5,000	£50
3	Curtailed, loss of holiday and trip resumption	£1,500	£150	£2,500	£100	£5,000	£50
4	Personal accident						
	- Death: aged 18 - 50	Nil	Nil	£10,000	Nil	£25,000	Nil
	- Death: aged 17 and under	Nil	Nil	£2,500	Nil	£5,000	Nil
	- Disablement: aged 18 - 50	Nil	Nil	£25,000	Nil	£50,000	Nil
	- Disablement: aged 17 and under	Nil	Nil	£2,500	Nil	£5,000	Nil
5	Personal possessions	£1,000	£150	£2,000	£100	£3,000	£50
	- Single item limit	£300	£150	£400	£100	£500	£50
	- Valuables	£300	£150	£400	£100	£500	£50
6	Personal money	£200	£150	£300	£100	£500	£50
	- Cash	£200	£150	£200	£100	£250	£50
7	Passport and other documents						
	- Passport and other documents	£250	£150	£250	£100	£250	£50
	- Event tickets	£250	£150	£250	£100	£250	£50
8	Enhanced Gadget Cover (optional)						
	- Accidental damage, theft, malicious damage and loss	£1,000	£150	£2,000	£100	£3,000	N/A
9	Baggage delay on outward journey	£25 after each 12 hours of delay up to £150	Nil	£35 after each 12 hours of delay up to £250	Nil	£150 after each 12 hours of delay up to £750	Nil

Table of Benefits

Section	Cover	Essential		Standard		Premium	
		Sums insured	Excess	Sums insured	Excess	Sums insured	Excess
10	Missed departure	£500	£150	£1,000	£100	£1,500	£50
11	Travel delay and abandonment - Travel delay benefit - Abandonment after 12 hours delay	£25 per 11 hours up to £150 £1,000	Nil £150	£35 per 11 hours up to £250 £2,500	Nil £100	£50 per 11 hours up to £400 £5,000	Nil £50
12	Personal liability	£2,000,000	£150	£2,000,000	£100	£2,000,000	£50
13	Hijack	Nil	Nil	£50 per day up to £750	Nil	£100 per day up to £1,000	Nil
14	Legal costs and expenses	£25,000	Nil	£25,000	Nil	£25,000	Nil

Section 1: Emergency medical and repatriation expenses

Cover under this Section is reduced for trips within the United Kingdom due to the available access to the NHS.

This section provides insurance for emergency medical expenses not covered under a reciprocal health agreement between the **United Kingdom** and the country in which **You** are travelling, such as costs covered by Medicare in Australia or the GHIC in some European countries. It may impact **Your** claim if **You** are not registered for these schemes where they are relevant.

This is not Private Medical Insurance.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, up to the sums insured shown in the "Table of Benefits", in the event of a medical emergency during an **Insured Journey** as a result of **Your** unforeseen:

1. **Illness**; or
2. **Bodily Injury**; or
3. Death.

What is covered

1. Emergency medical and repatriation expenses:
 - a. Reasonable and necessary medical and hospital expenses outside the United Kingdom, including the cost of ambulance transport where medically necessary to take **You** to hospital; and
 - b. The cost of returning **You Home** provided this is medically safe and authorised by the assistance company; and
 - c. The cost of a medical escort where this is deemed necessary by the assistance company, in the event of **Your** emergency repatriation from abroad to the **United Kingdom**; and
 - d. The cost of the repatriation of **Your** remains or of **Your** ashes, in the event of **Your** death outside the **United Kingdom**; and
 - e. Taxi fares outside the **United Kingdom** for **Your** travel to and from hospital, relating to **Your** admission, discharge or attendance for out-patient treatment or appointments or for the collection of medication prescribed for **You** by the hospital treating **You** and forming part of a valid claim under this **Policy**.
2. Hospital confinement benefit: a benefit for each complete 24 hour period that **You** are in hospital or confined to **Your** trip accommodation for medical reasons outside the **United Kingdom**. This is paid to help cover ancillary costs such as telephone calls with the assistance company.
3. Mugging hospitalisation benefit: an additional benefit for each complete 24 hour period that **You** are in hospital as a direct consequence of **Mugging** outside the **United Kingdom**.
4. Emergency dental treatment outside the **United Kingdom** for the immediate relief of pain or for the emergency repair of dentures or orthodontic appliances to alleviate distress in eating.

5. Reasonable additional travel and accommodation expenses, pre-authorised by the assistance company as medically necessary (room only) for:
 - a. **You** to extend **Your** stay until **You** are medically fit to return **Home**; and
 - b. A travelling companion to extend his or her stay to remain with **You** and return to the **United Kingdom** with **You**; or
 - c. A **Relative** or friend to travel from the **United Kingdom** to stay with **You** and return **Home** with **You**; and
 - d. **Your** children under the age of 18, who are travelling with **You** and are **Insured Persons** on this **Policy**, to return **Home** if **You** are incapacitated and there is no other responsible adult to supervise them. If no one is available, a competent person will be provided to accompany them.
6. **Your** funeral expenses abroad or **Your** cremation expenses abroad, in the event of **Your** death.
7. **Your United Kingdom** prescription costs, solely in relation to **Your** continuing medical condition(s), the onset of which during an **Insured Journey** outside the **United Kingdom**, resulted in a valid claim under this section of **Your Policy**.
8. **Your** costs for **United Kingdom** Physiotherapy and Chiropractic Care, solely in relation to **Your** continuing medical condition(s), the onset of which during an **Insured Journey** outside the **United Kingdom**, resulted in a valid claim under this section of **Your Policy**.

What is not covered

1. The **Excess** as shown in the "Table of Benefits", unless the additional premium for **Excess Waiver** has been paid and is shown on Your Policy Schedule; or if the medical expense costs have been reduced by using Medicare in Australia, the GHIC, a **reciprocal health agreement, or private health insurance**.
2. Any claim arising directly or indirectly from an **Excluded Medical Condition** or a **Pre-existing Medical Condition** unless accepted by **Us** in writing.
3. Any costs arising from **Your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip.
4. The cost of any medication which **You** knew that **You** would need at the start of **Your** trip.
5. The cost of any treatment, surgery, investigations or tests which are not directly related to the **Illness** or **Bodily Injury** for which **You** went into a hospital or clinic abroad.

6. Any claim arising from **Your** participation in **Hazardous Activities and Sports** excluded or not listed as covered under this **Policy** unless the appropriate additional premium has been paid and the specific activity or sport is shown on **Your Policy Schedule**; Any additional costs as a result of **You** arranging or accepting single or private room accommodation at a hospital, clinic or nursing home, except where this is necessary for **Your** treatment and approved by the assistance company in advance.
7. Any provision of dentures, prosthetic limbs, hearing aids, contact or corneal lenses or prescription spectacles.
8. Any medical or repatriation expenses, in excess of £500, which have not been authorised by the assistance company in advance.
9. The cost of any treatment, surgery, investigations or tests which, in the opinion of the **Medical Practitioner** treating **You** or of the assistance company, can reasonably be delayed until **You** return **Home**.
10. Any taxi fares other than those set out as covered in this section. **We** will not pay taxi fares for **You** to visit another person in hospital.
11. The cost of any phone calls.
12. The cost of any food, drinks or toiletries.
13. Any expenses that arise after the assistance company has instructed **You** to return **Home** if **Our** medical advisers and the **Medical Practitioner** treating **You** decide **You** are fit to travel.
14. Any expenses incurred on an **Insured Journey** within the **United Kingdom**, unless specifically detailed under 'What is covered' above.
15. Any expenses incurred (except as set out in What is covered 7 and 8) following **Your** repatriation to the **United Kingdom**, once **You** are admitted to hospital or another rehabilitation facility or return **Home**, whichever is sooner.
16. Any expenses that arise more than 12 months after the first occurrence of **Your Illness** or **Bodily Injury** resulting in the claim.
17. Any costs which are covered under a reciprocal health agreement between the **United Kingdom** and the country in which **You** are travelling such as costs covered by Medicare in Australia, the GHIC in Europe or other countries or by private medical insurance.
18. Any costs as a result of **Your** failure to:
 - a. Obtain any recommended vaccinations, inoculations or preventative medications in a timely manner before an **Insured Journey**; and
Follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured Journey**; and
 - c. Follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating **Medical Practitioner** abroad.
20. Anything mentioned in the "General Policy Exclusions".

Additional conditions applying to this section

1. For medical treatment to be covered under this section it must be prescribed or recommended by a **Medical Practitioner**.
2. If **You** know that **You** require admission as an in-patient in a hospital/clinic, **You** must notify the assistance company prior to admission whenever possible and in any case immediately following admission and prior to incurring any medical costs. If costs are incurred without notification, then **We** are only liable for such costs as **We** would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.
3. If **You** suffer **Illness** or **Bodily Injury** during **Your** trip, and **Our** medical advisers and the **Medical Practitioner** treating **You** decide **You** are fit to travel, the assistance company may:
 - a. Arrange to move **You** from one hospital to another; and/or
 - b. Arrange for **You** to return to the **United Kingdom** at any time.If **You** choose not to move or be repatriated, **Our** liability will end on the date it was deemed safe for **You** to be moved or repatriated to the **United Kingdom**.
4. If **You** are repatriated and **You** do not hold a valid return ticket, **We** will deduct from **Your** claim an amount equal to **Your** original carrier's one-way airfare, for the same class of ticket as **Your** outward travel, for the route used for **Your** return to the **United Kingdom**.
5. Any additional travel and accommodation expenses must be approved in advance by the assistance company. **We** will only pay for economy class travel where this is medically safe and available and for accommodation to a similar standard as the original booking.
6. **You** must obtain **Our** prior approval before incurring costs for **United Kingdom** Physiotherapy and Chiropractic Care.

We will not pay unreasonable or unnecessary medical and hospital expenses. For travel to the United States of America, reasonable and necessary medical and hospital expenses means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

Section 2: Cancellation

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", following necessary and unavoidable cancellation of a trip as a result of:

1. The death, **Bodily Injury** or **Illness**, as certified by a **Medical Practitioner**, of **You**, **Your Relative**, **Colleague** or travelling companion or of a friend with whom **You** had arranged to stay; or
2. **You** or **Your** travelling companion's attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or
3. **You** or **Your** travelling companion being a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and **You** or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of **Your** trip; or
4. **You** or **Your** travelling companion being instructed to stay at **Home** (within 7 days of **Your** departure date) by a relevant authority due to severe damage to **You** or their **Home** or place of business in the **United Kingdom** caused by serious fire, explosion, storm, flood, subsidence or burglary; or
5. **You** involuntary redundancy or that of **Your** travelling companion or **Your** spouse, civil partner or cohabiting partner, notified after the purchase of this **Policy** or after the trip was booked, whichever is later.

What is covered

1. The cost of:
 - a. **You** unused non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
 - b. **You** unused non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
 - c. **You** unused non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

What is not covered

1. The **Excess** as shown in the "Table of Benefits" unless the additional premium for **Excess Waiver** has been paid and is shown on **Your Policy Schedule**.
2. Any claim as a result of **You** decision to cancel the trip for reasons other than those listed within this section.
3. Any claim arising directly or indirectly from an **Excluded Medical Condition** or a **Pre-existing Medical Condition** unless accepted by **Us** in writing.
4. Any claim arising from circumstances that could reasonably have been anticipated at the time the trip was booked or the **Policy** was purchased, whichever is later.
5. Cancellation arising from pregnancy or childbirth if:
 - a. The expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip; or
 - b. The cancellation is not certified by a **Medical Practitioner** as necessary due to the complications of pregnancy or childbirth.

6. Any additional expenses resulting from **You** not cancelling **Your** trip as soon as reasonably possible after **You** become aware of the need to cancel.
7. Any claim as a result of a failure to have the required passport, visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission.
8. Any claim where the carrier has refused to allow **You** to travel.
9. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
10. Any claim as a result of the death or illness of any pet or animal.
11. Any claim as a result of **You** not wanting to travel or due to **Your** personal or financial circumstances (other than as set out under this section).
12. Any claim caused by work commitments or amendment of **Your** holiday entitlement by **Your** employer (other than as set out under this section).
13. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through **Your** travel agent or airline).
14. Any claim as a result of **Your** late arrival at the airport, port or station after the check-in or booking-in time.
15. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
16. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
17. Any claim for costs paid by **You** on behalf of other persons not insured under this **Policy**.
18. Any claim as a result of **You** refusing medical treatment or not taking **Your** prescribed medication in accordance with the advice of a **Medical Practitioner**.
19. Any claim as a result of importation or transportation restrictions on any medication that **You** or a travelling companion would need to take on a trip.
20. Any claim arising from redundancy caused by or resulting from misconduct leading to dismissal or from resignation or from voluntary redundancy.
21. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
22. Any claim arising from volcanic eruption and/or volcanic ash.
23. Any claim as a result of prohibitive regulations by the Government of any country, or delay or amendment of the booked trip due to Government action.
24. Anything mentioned in the "General Policy Exclusions".

Additional conditions applying to this section

1. If **You** fail to notify the tour operator, travel agent or transport or accommodation provider as soon as **You** become aware of the need to cancel **Your** trip, **Our** liability will be restricted to the cancellation charges that would have applied had such a failure not occurred.
2. If **You** cancel **Your** trip for medical reasons, **You** must provide **Us** with a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling and that this advice was provided prior to **You** cancelling.
3. If **Your** claim is for any other insured reason, **You** will be required to provide **Us** with appropriate documentary evidence.

Section 3: Curtailment, loss of holiday and trip resumption

Words with special meanings specific to this section:

Loss of Holiday

The number of complete days that **You** are confined to a hospital, hotel room or cabin on the orders of **Your** treating **Medical Practitioner** during the period of **Your Insured Journey**, due to **Your Bodily Injury** or **Illness**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", as a result of:

A. Your necessary and unavoidable Curtailment or Loss of Holiday on an Insured Journey as a result of:

1. The death, **Bodily Injury** or **Illness**, as certified by a **Medical Practitioner**, of **You**, **Your Relative**, **Colleague** or travelling companion or of a friend with whom **You** had arranged to stay; or
2. **You** or **Your** travelling companion's attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or
3. **You** or **Your** travelling companion being a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and **You** or their authorised leave being cancelled due to an unexpected emergency or a posting overseas at the time of **Your** trip; or
4. **You** or **Your** travelling companion being recalled **Home** by a relevant authority due to severe damage to **You** or their **Home** or place of business in the **United Kingdom** caused by serious fire, explosion, storm, flood, subsidence or burglary; or

What is covered

1. **Your** reasonable additional travel and accommodation expenses which **You** incur in the **Curtailment of Your Insured Journey**; and
2. A pro-rata amount corresponding to the cost of the unused proportion of:
 - a. **Your** non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
 - b. **Your** non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and**Your** non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

What is not covered

1. The **Excess** as shown in the "Table of Benefits" unless the additional premium for **Excess Waiver** has been paid and is shown on **Your Policy Schedule**.
2. Any claim as a result of **Your** decision to **Curtail** the trip for reasons other than those listed within this section.
3. Any claim arising directly or indirectly from an **Excluded Medical Condition** or a **Pre-existing Medical Condition** unless accepted by **Us** in writing.
4. Any claim for **Loss of Holiday** not resulting from **Your** own **Bodily Injury** or **Illness**.
5. Any claim arising from circumstances that could reasonably have been anticipated at the time the trip started.
6. **Curtailment** or **Loss of Holiday** arising from pregnancy or childbirth if:
 - a. The expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the scheduled end of the trip; or
 - b. The **Curtailment** or **Loss of Holiday** is not certified by a **Medical Practitioner** as necessary due to the complications of pregnancy or childbirth.
7. Any claim as a result of a failure to have the required passport, visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission.
8. Any claim where the carrier has refused to allow **You** to travel or to continue **Your** trip or where the accommodation or other service provider has refused to allow **You** to use, or continue to use, the accommodation or service.
9. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
10. Any claim as a result of the death or illness of any pet or animal.
11. Any claim as a result of **You** not wanting to travel or to continue **Your** trip or due to personal or financial circumstances.
12. Any claim caused by work commitments or amendment of **Your** holiday entitlement by **Your** employer.
13. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through **Your** travel agent or airline).
14. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
15. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.
16. Any claim for costs paid by **You** on behalf of other persons not insured under this Policy.
17. Any claim as a result of **You** refusing medical treatment or not taking **Your** prescribed medication in accordance with the advice of a **Medical Practitioner**.
18. Any claim as a result of importation or transportation restrictions on any medication that **You** or a travelling companion would need to take on a trip.
19. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
20. Any claim arising from volcanic eruption and/or volcanic ash.
21. Any claim as a result of prohibitive regulations by the Government of any country, or delay or amendment of the booked trip due to Government action.
22. Anything mentioned in the "General Policy Exclusions".

B. Trip Resumption.

What is covered

In the event of **Trip Resumption**, **Your** reasonable additional travel and accommodation expenses (room only) of a similar standard to the original booking, which **You** incur to return to the location from which **You** were repatriated or where **Curtailement** occurred, in order to continue **Your Insured Journey**.

What is not covered

1. **Trip Resumption:**
 - a) Within 7 days of the end of the **Policy Period**; or
 - b) Following a **Voluntary Break**.

Additional conditions applying to this section

1. **You** must advise the assistance company immediately of the need to **Curtail Your** trip, obtain their prior approval before incurring any expenses and allow them to make the necessary travel arrangements to bring **You Home**.
2. **We** will only pay for economy class tickets, where available, unless the medical advisor of the assistance company in consultation with the treating **Medical Practitioner** considers that there is a medical necessity for other arrangements to be made.
3. If **You** fail to notify the tour operator, travel agent or transport or accommodation provider immediately when **You** become aware of the need to **Curtail Your** trip, **Our** liability will be restricted to the **Curtailement** charges that would have applied had such a failure not occurred.
4. If **You Curtail Your** trip for medical reasons, **You** must provide **Us** with a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from continuing **Your** trip and this must be pre-authorised by the assistance company.
5. If **Your** claim is for any other insured reason, **You** will be required to provide **Us** with appropriate documentary evidence.
6. **We** will calculate claims for **Curtailement** or **Loss of Holiday** proportionately, taking into account the number of complete days of **Your** planned trip that **You** have not used while **You** are:
 - a. Hospitalised abroad; or
 - b. Confined to **Your** hotel room or cabin abroad for medical reasons; or
 - c. Repatriated to the **United Kingdom**; or
 - d. In the **United Kingdom** following repatriation.
7. In the event of a **Voluntary Break**, cover will restart when **You** leave the **United Kingdom**, subject to all other **Policy** terms and conditions, but **We** will not pay any additional expenses incurred to resume **Your Insured Journey**.
8. The amount **We** will pay in total for **Curtailement**, **Loss of Holiday** and **Trip Resumption** combined will not exceed the sum insured shown in the "Table of Benefits".

Section 4: Personal accident

This section does not apply to **Insured Journeys** solely within the **United Kingdom**. **Words with special meanings specific to this section:**

Disablement

1. **Loss of Limb**; or
2. **Loss of Sight**; or
3. **Permanent Total Disablement.**

Loss of Limb

Permanent loss by physical severance or permanent and total loss of use of a limb or limbs at or above the wrist or ankle (meaning one or more entire hand, arm, foot or leg).

Loss of Sight

Physical loss of one or both eyes or the loss of a substantial part of the sight of one or both eyes. A substantial part means that the degree of sight remaining is 3/60 or less on the Snellen Scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen Scale a person can see at 3 meters something that a person with normal vision would see at 60 meters.)

Permanent Total Disablement

Physical impairment which, in the opinion of an independent specialist **Medical Practitioner**, is beyond any prospect of recovery or improvement and which entirely prevents **You** from engaging in or giving attention to any work or occupation.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total, up to the sums insured shown in the "Table of Benefits", following an **Accident** during an **Insured Journey** outside of the **United Kingdom** which solely and independently of any other cause, within 12 months of the date of the **Accident** results in **Your**:

1. Death; or
2. **Disablement**

What is covered

1. A fixed sum, depending on **Your** age, in compensation.

What is not covered

1. Any claim arising from death or **Disablement** occurring more than 12 months after the date of the **Accident**.
2. Any claim as a result of an **Accident** occurring on a trip solely within the **United Kingdom**.
3. Death or **Disablement** caused by mental or psychological trauma, nervous shock, sickness, disease, or any naturally occurring condition or degenerative disease or the ingestion of any substance.

4. Any claim arising from an **Accident** occurring while **You** are engaging in **Hazardous Activities and Sports** which are:
 - a. Specifically excluded; or
 - b. Not listed as covered unless otherwise agreed by **Us** in writing; or
 - c. Listed as covered but with Personal Accident cover excluded.
5. Any claim arising from an **Accident** occurring while **You** are motorcycling as a rider or a passenger.
6. Anything mentioned in the "General Policy Exclusions".

Additional conditions applying to this section

1. In the event of a valid claim, compensation for:
 - a. **Your Disablement** will be paid to **You**.
 - b. **Your** death will be paid to **Your** legal personal representative.
2. In the event of an **Accident** leading to valid claims for **Your Disablement** and subsequent death, **We** will only be liable for the higher of the sums insured for **Disablement** or death.
3. In the event that **You** suffer more than one form of **Disablement**, **You** will not be entitled to more than the sum insured for **Disablement** in total.
4. **Disablement** is assessed as soon as the final consequences of the **Accident** can be medically determined although not later than 12 months after the date of the **Accident**.
5. **We** will not pay any benefits solely because **You** are unable to take part in sports or pastimes.
6. If **You** disappear but no death certificate has been issued, **We** will wait for a suitable period of time during which **We** will consider all available evidence and, if **We** have no reason to suppose other than that **Your** death has occurred as a result of an **Accident**, **We** will pay the sum insured to **Your** legal personal representative. If the belief is subsequently found to be wrong, such amount shall be refunded to **Us**.
7. A pre-existing physical impairment does not entitle **You** to any higher assessment of compensation than if such a physical impairment had not previously existed.
8. **You**, or in the case of **Your** death, **Your** legal personal representative, must provide **Us** with satisfactory medical and other information or allow **Us** access to full medical records and/or death certificates as required.
9. Reduced sums insured apply to persons aged 17 and under on the date the **Accident** occurs. See the "Table of Benefits".

Section 5: Personal possessions

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", following loss or theft of, or damage to, **Your Personal Possessions** during an **Insured Journey**.

What is covered

1. The cost of the replacement, reinstatement or repair of **Your Personal Possessions** subject to wear and tear and depreciation.

What is not covered

1. The **Excess** as shown in the "Table of Benefits" unless the additional premium for **Excess Waiver** has been paid and is shown on **Your Policy Schedule**.
2. Any amount over the **Single Item Limit** as shown in the "Table of Benefits" for any one item, pair or set of items that belong together or can be used together.
3. Any amount over the total **Valuables** limit as shown in the "Table of Benefits".
4. Any loss or theft of **Your Personal Possessions** which are subsequently recovered.
5. Any claim if **Your Personal Possessions** are confiscated or detained by Customs, the Police or other authorities.
6. Any damage to **Your Personal Possessions** due to:
 - a. Scratching or denting unless the item has become unusable as a result of this; or
 - b. Mechanical or electrical breakdown; or
 - c. Leaking powder or fluid carried within **Your** baggage; or
 - d. Normal wear and tear, gradual deterioration, depreciation, decay, moth, vermin, atmospheric or climatic conditions; or
 - e. Any process of cleaning, dyeing, repairing or restoring.
7. Any loss or theft of, or damage to, **Your Personal Possessions**:
 - a. That **You** do not report to the Police within 24 hours of discovery and for which **You** do not get a written Police report; or
 - b. Whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline, **You** will need a Property Irregularity Report (PIR); or
 - c. Whilst being shipped as freight or under a bill of lading; or
 - d. Left out of sight or out of **Your** personal control in a public place where **You** are not in a position to prevent unauthorised interference with **Your** property e.g. station, airport, restaurant, beach, etc; or
 - e. From an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible and violent entry and **Valuables** from an unattended vehicle at any time; or
 - f. From a roof or boot luggage rack at any time; or
 - g. Left in the custody of a person who does not have official responsibility for the safekeeping of the property.
8. Any loss or theft of, or damage to:

- a. **Golf Equipment**; or
- b. **Bicycles**;
- 9. Any loss or theft of, or damage to:
 - a. Fragile articles, business goods or samples; or
 - b. **Sports Equipment** whilst in use; or
 - c. Spectacles, contact lenses, hearing aids or prosthetic limbs; or
 - d. **Valuables** unless they are at all times attended by **You**, or left with hotel security or in a safety deposit box or safe; or
 - e. **Valuables** which are not carried in **Your** hand luggage or on **Your** person while **You** are travelling on public transport or on an aircraft; or
 - f. **Valuables** (other than wedding rings) when worn by **You** while swimming; or
 - g. **Gadgets**, Passports and **Personal Money** including **Cash** (claims for such losses should be made under the appropriate section of the **Policy**); or
 - h. Items which are borrowed, rented or otherwise not owned by **You**.
- 10. Anything mentioned in the "General Policy Exclusions".

Additional conditions applying to this section

- 1. Claims will be considered on a new for old basis provided the item is 12 months old or less at the date of the incident. All other items will be subject to a suitable deduction for wear and tear and depreciation or **We** may at **Our** option replace, reinstate or repair the lost, stolen or damaged item(s).
- 2. **We** may not pay **Your** claim if **You** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required by **Us**.
- 3. **You** must obtain a written estimate for the repair of damaged items or a report confirming that they are beyond economic repair from an appropriate official repairer.
- 4. If an airline fails to return **Your** checked-in baggage, **We** will wait for the 60 days required by them to declare **Your** baggage permanently lost, before considering a claim under this section.
- 5. If **We** have paid a claim under the "Baggage delay" section of this **Policy** and **Your** baggage subsequently proves to be permanently lost, any payments made for baggage delay will be deducted from any payments **We** make for a claim for lost baggage under this Personal possessions section of the **Policy**.
- 6. If **We** pay a claim for loss or theft under this section and **Your Personal Possessions** are subsequently recovered, **You** will repay to **Us** any compensation **You** received within 14 days of the recovery.

Section 6: Personal money

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", following loss or theft of **Your Personal Money** during an **Insured Journey**.

What is covered

1. Reimbursement of **Your Personal Money**.

What is not covered

1. The **Excess** as shown in the "Table of Benefits" unless the additional premium for **Excess Waiver** has been paid and is shown on **Your Policy Schedule**.
2. Any amount over the **Cash** limit specific to **Your** age shown in the "Table of Benefits".
3. Any loss or theft of **Your Personal Money** which is subsequently recovered.
4. Any claim if **Your Personal Money** is confiscated or detailed by Customs, the Police or other authorities.
5. Any loss or theft of **Your Personal Money** that **You** do not report to the Police within 24 hours of discovery and for which **You** do not get a written Police report.
6. Any loss or theft of **Your Personal Money** that is not:
 - a. Carried on **Your** person or in **Your** hand luggage which **You** have with **You** and within **Your** control such that **You** are able to prevent unauthorised interference with it at all times; or
 - b. Deposited in a safe or fixed safety deposit box in **Your** locked **Private Accommodation**.
7. Any depreciation in value, currency changes or shortage caused by any error or omission.
8. Any loss recoverable from another source such as a bank, credit card provider or issuer of travellers' cheques.
9. Any loss or theft due to fraud or due to **You** deliberately or inadvertently revealing security information such as a password or PIN-code.
10. Anything mentioned in the "General Policy Exclusions".

Additional conditions applying to this section

1. **You** must take reasonable care in protecting **Your Personal Money** against loss or theft at all times.
2. **You** must notify the Police of any loss or theft within 24 hours of discovery and obtain a written report from them and enclose this with **Your** claim form.
3. **You** must provide **Us** with documentary proof of ownership of any lost or stolen **Personal Money**, such as currency exchange receipts, bank statements, **Cash** withdrawal slips and pre-paid credit card statements.

Section 7: Passport and other documents

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", following loss or theft of **Your** passport, **Event Ticket(s)**, driving licence or travel documents during an **Insured Journey**.

What is covered

1. The cost of a temporary replacement passport abroad; and
2. The replacement cost of **Your** passport when **You** are back in the **United Kingdom**; and
3. The replacement cost of **Your** driving licence; and
4. The cost of the replacement or reinstatement of travel documents; and
5. Necessary additional travel and accommodation expenses (room only) which **You** incur abroad to obtain a temporary replacement passport, driving licence or travel documents.
6. The cost of the replacement or reinstatement of **Event Ticket(s)**.

What is not covered

1. The **Excess** as shown in the "Table of Benefits" unless the additional premium for **Excess Waiver** has been paid and is shown on **Your Policy Schedule**.
2. Any claim if **Your** passport, **Event Ticket(s)**, driving licence or travel documents are retained by Customs, the Police or other authorities.
3. Any loss or theft of **Your** passport, **Event Ticket(s)**, driving licence or travel documents that **You** do not report to the Police within 24 hours of discovery and for which **You** do not get a written Police report.
4. Any loss or theft of **Your** travel documents or **Event Ticket(s)** that can be replaced free of charge by the issuer.
5. Any loss or theft of **Your** passport, **Event Ticket(s)**, driving licence or travel documents that are not:
 - a. Carried on **Your** person or in **Your** hand luggage which **You** have with **You** and within **Your** control such that **You** are able to prevent unauthorised interference with them at all times; or
 - b. Deposited in a safe or fixed safety deposit box, or similar locked fixed receptacle in **Your** locked **Private Accommodation**.
6. Anything mentioned in the "General Policy Exclusions".

Section 8: Gadget

This Section only applies if the appropriate additional premium has been paid and Gadget cover is shown on **Your Policy Schedule**.

Words with special meanings specific to this section

Accidental Damage/ Accidentally Damaged	The unexpected damage to Your Gadget which means it cannot be used or is unsafe to use. The damage must be sudden and unintentional. This includes damage to screens and damage resulting from sudden and unexpected damage caused by liquid.
Business	A company where You are an owner, director or employee of that company.
Custom Built	A complete computer or laptop made from components supplied and assembled by qualified engineers at a United Kingdom VAT registered company, or the equivalent tax registration if purchased overseas.
Gadget/Gadget(s)	<p>The item(s), excluding accessories which belong to:</p> <ol style="list-style-type: none"> You; or A Business where You have the relevant authority and responsibility to use and insure the Gadget(s) owned by the Business. Confirmation of this will be required in the event of a claim. <p>For the purpose of this Policy, a Gadget can be any of the following items:</p> <p>Mobile Phones, Smart Phones, Laptops (including Custom Built), Tablets, Digital Cameras, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Bluetooth Speakers, Satellite Navigation Devices, E-Readers, Head/Ear Phones, Smart Watches or a wrist worn Health and Fitness Tracker.</p> <p>Criteria: We can only insure Gadget(s) that are:</p> <ol style="list-style-type: none"> Purchased new or refurbished from a United Kingdom VAT registered (or the equivalent tax registration if purchased overseas) company, and supplied with a Proof of Purchase; or Purchased second hand or gifted to You, provided that You have the original Proof of Purchase (which corresponds to the criteria above) and a signed letter from the original owner confirming that You own the Gadget(s). The original Proof of Purchase or letter must include the following details of Your Gadget(s): <ol style="list-style-type: none"> Either the IMEI or serial number (whichever is applicable); The make and model; The sale price (Your Purchase Price); Confirmation that the Gadget(s) were in full working order at the time of sale.
Loss	Means that the Gadget has been accidentally left by You in a location and You are permanently prevented from using it.

Malicious Damage	The intentional or deliberate actions by a person who is not insured under this Policy , which causes damage to Your Gadget(s) which means it cannot be used or is unsafe to use.
Manufacturer Security	The inbuilt security function of Your Gadget(s) . For example, Apple's 'Find My' or Google's 'Find my Device'.
Proof of Purchase	<p>The original printed receipt, or a similar electronic record, that can be sent to Us or displayed in its original format, not handwritten, provided at the original point of sale that gives details of the Gadget(s) bought and helps prove that You are the legal owner of the Gadget(s) and the age of the Gadget(s).</p> <p>The document should include confirmation of the IMEI or serial number of the Gadget(s), the purchase date, the Purchase Price, and detail the United Kingdom VAT-registration number of the company (or the equivalent tax if purchased overseas).</p> <p>For Gadget(s) that are gifted or given to You - We will require the original purchase receipt, as detailed above, along with a signed letter from the original owner confirming that You own the Gadget(s).</p> <p>For the purchase of second-hand Gadget(s) - We will require the original purchase receipt, as detailed above, along with evidence of resale. A printed receipt or electronic record provided by a retailer or person selling the second-hand Gadget(s) is not acceptable as Proof of Purchase.</p> <p>Where the original Proof of Purchase is not available, We may consider alternative proof of ownership.</p>
Proof of Usage	Evidence that shows Your Gadget has been in use before the event which leads to the claim. Where the Gadget is a mobile phone, or other Gadget that has the option to use a SIM card, this evidence can be obtained from Your network provider. For other Gadgets , such as laptops, in the event of an Accidental Damage claim this may be determined through inspection by Our repairers.
Purchase Price	The sale price detailed on the original Proof of Purchase .
Our Warranty	<p>The period where the claims administrator will resolve any defects in materials and workmanship when they repair or replace Your Gadget(s) in the event of a claim, when Your Gadget(s) is used normally in line with manufacture's guidelines.</p> <p>For repairs Our Warranty is 3 months and for a replacement Our Warranty is 12 months.</p> <p>This warranty will also include the costs associated with transporting the device to and from Our repair centre.</p> <p>Our Warranty does not cover wear and tear, damage by computer viruses, normal maintenance, Accidental Damage or any Loss that is not the normal result of the Gadget(s) fault.</p>

Theft	The taking of the Gadget(s) by a third party with the intention of permanently depriving You of it, using force, threat of violence or by pickpocket.
Unattended	Means that the Gadget(s) are neither on Your person or within Your sight and/or reach.
Water-based activities	Activities and sports that take place on or in water, for example swimming, diving, boat-rides, jet skiing.

This section of the **Policy** sets out the cover **We** provide for **Your Gadget(s)** against **Theft, Loss, Accidental Damage** and **Malicious Damage** to each **Insured Person** in total per **Insured Journey**, up to the sums insured shown in the "Table of Benefits. The **Gadget(s)** must be in good condition and full working order at the start of **Your Insured Journey**.

A. Accidental Damage.

What We will cover if Your claim is accepted

1. **We** will repair or replace **Your Gadget(s)** if it is **Accidentally Damaged**.
2. **We** will repair or replace **Your Gadget(s)** if it is damaged as a result of accidentally coming into contact with any liquid.

What We will not cover under sub-section A.

1. **Accidental Damage** caused by any person not named on **Your Policy Schedule**.
2. Liquid damage suffered whilst **You** are participating in **Water-based Activities**.
3. **Accidental Damage** of the **Gadget(s)** where it is stored anywhere out of **Your** immediate control. This includes as checked-in baggage or in bus, coach or train luggage compartments.
4. **Accidental Damage** of the **Gadget(s)** where it is stored in overhead storage on a plane.
5. Any damage unless the damaged **Gadget(s)** is provided for repair to **Our** approved repairers.
6. Repairs, or other costs for repairs, carried out by anyone not authorised by **Us**.
7. Cosmetic damage to the **Gadget(s)** that does not stop the **Gadget(s)** from working correctly. For example, marring, scratching and denting.

B. Loss.

What We will cover if Your claim is accepted

1. If **You** accidentally lose **Your Gadget**, **We** will replace it.

What We will not cover under sub-section B.

1. **Loss of Your Gadget(s)** which has not been reported to the local Police authorities and, if necessary, **Your** network provider within 24 hours of discovering the **Loss**.
2. **Loss of the Gadget(s)** where it is stored anywhere out of **Your** immediate control. This includes as checked-in baggage or in bus, coach or train luggage compartments.
3. The **Loss of Your Gadget(s)** where the **Manufacturer Security** is not enabled throughout the **Insured Journey**, including at the time of the **Loss**.
4. The **Manufacturer Security** must remain enabled, and **Your Gadget** must remain associated with **Your Manufacturer Security** account, throughout the loss claims process.

C. Malicious Damage.

What We will cover if Your claim is accepted

1. If **Your Gadget** suffers **Malicious Damage**, **We** will repair or replace it. Where only part or parts of **Your Gadget** have been damaged, **We** will only replace that part or parts.

What We will not cover under sub-section C.

1. **Malicious Damage** caused by **You** or any other **Insured Person(s)**.
2. Repairs, or other costs for repairs carried out by anyone not authorised by **Us**.

D. Theft.

What We will cover if Your claim is accepted

1. If **Your Gadget** is stolen, **We** will replace it.

What We will not cover under sub-section D.

1. **Theft of Your Gadget(s)** which has not been reported to the local Police authorities and, if necessary, **Your** network provider within 24 hours of discovering the incident.
2. **Theft of the Gadget(s)** where it is stored anywhere out of **Your** immediate control. This includes as checked-in baggage in bus, coach or train luggage compartments.
3. The **Theft of Your Gadget(s)** where the **Manufacturer Security** is not enabled throughout the **Insured Journey**, including at the time of the **Theft**.
4. The **Manufacturer Security** must remain enabled, and **Your Gadget** must remain associated with **Your Manufacturer Security** account, throughout the theft claims process.

What We will not cover applying to all sub-sections

We will not pay for:

1. Any claim for a device which is not shown in the definition of a **Gadget** above.
2. Any claim where **You** have committed fraud or provided misleading information or are unable to give **Us** complete details about the circumstances of the claim.
3. Any claim where **You** cannot provide **Proof of Purchase**.
4. Any claim where **Proof of Usage** cannot be given (this applies where the **Gadget** is a SIM-enabled device or a laptop/tablet where user history is available).
5. Any claim where the **Manufacturer Security** is not switched on at the time of **Theft** or **Loss** or where it has been switched off before the claims process has completed.
6. Where the **Gadget** has been stolen from any motor vehicle or building, unless all protections are in operation (including those to prevent unauthorised keyless entry to vehicles) and the **Gadget(s)** is hidden out of sight so that forced and violent entry causing damage is required. Evidence of the thief's damage must be provided with **Your** claim.
7. Any **Loss, Theft** or **Accidental Damage** to the **Gadget** as a result of confiscation of detention by customs, other officials or authorities.
8. Any claim where **You** knowingly leave **Your Gadget** somewhere **Unattended** and it is at risk of being lost, stolen or damaged. For example, where **Your Gadget** is left at the side of a sports pitch whilst **You** are participating in the sport.
9. Any claim where the **Gadget** was not in good condition and in full working order at the time **You** start **Your** trip.
10. Any claim where **You** have failed to take precautions to prevent **Damage, Theft** or **Loss**. This will include, but not limited to:
 - a. Not using **Your Gadget** in line with the manufacturer's instructions; and
 - b. Not handing **Your Gadget** to a person who is not known to **You**.
11. Any claim where the IMEI/Serial number cannot be identified from **Your Gadget**.
12. Accessories.
13. Any claim that is only for parts of **Your Gadget** that would be considered a consumable e.g. batteries.
14. Any claim where there is evidence that the **Damage, Theft** or **Loss** occurred before **Your** trip started.
15. Loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any computer virus or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
16. Any claim resulting from an unlawful act. This will include, but not limited to:
 - a. Any unlawful act deliberately or intentionally committed by an **Insured Person**; or
 - b. The operation of law or the order of any court; or
 - c. Civil or criminal proceedings against anyone on whom **Your Insured Journey** depends.
17. Any modifications that have been made from the original specifications of the **Gadget**. This would include things like adding gems, precious metals or unlocking **Your Gadget** from a network.
18. Loss of any software or firmware failures.
19. 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**.

Additional conditions applying to this section

Claims Procedure

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

1. Report the **Theft** or **Loss** of **Your Gadget** to **Your** network provider within 24 hours of discovery so they can blacklist **Your** handset/item (where this is applicable).
2. Report the **Theft** or **Loss** of **Your Gadget** to the Police, local to where the **Theft** or **Loss** happened, within 24 hours of discovering the **Theft** or **Loss** and get a crime reference number and a copy of the police report.
3. Provide the **Proof of Purchase** of the **Gadget** for which **You** are claiming. Such **Proof of Purchase** must evidence that **You** own that particular **Gadget**, which may include the IMEI number or serial number (where applicable in respect of mobile phones and laptops) and other identifying details where appropriate.
4. Provide the **Proof of Usage** (in respect of SIM-enabled devices) from **Your** network provider that confirms the **Gadget(s)** has been in use since the start of **Your** trip and up to the event giving rise to the claim.
5. Complete and return any claim form or documents as required by the claims administrator as soon as possible and send other requested documents to support **Your** claim. For example, photo ID or proof of address.
6. Not attempt to repair the item yourself or use an unauthorised repairer or this will invalidate the cover.
7. Not format **Your Gadget(s)** in a way that makes it impossible to get the date it was last used.
8. Pay the **Excess** as requested by the claims administrator.
9. Give details of any other contract, guarantee, warranty or insurance that may apply to the **Gadget(s)** including, for example, household insurance (where appropriate a proportion of the claim may be recovered from these insurers).

Repair and Replacement Equipment

1. Where **We** replace **Your Gadget**, **We** will replace it with a **Gadget** of the same specification or the equivalent value, taking into account the age and condition of the **Gadget**. Replacements will be pre-owned, refurbished or remanufactured (not brand new). This is not a new for old **Policy**. (Gift cards or vouchers may be used as an alternative method of claims settlement at **Our** full discretion).
2. Where **We** send **You** a replacement or repaired **Gadget**, this will only be sent to an address in the **United Kingdom**.
3. It may not always be possible to replace **Your Gadget** with the same colour or finish. Where this is not possible, an alternative colour will be provided.
4. Where the original **Gadget** is replaced, the original **Gadget** becomes **Our** property and must be returned to the claims administrator immediately. Please call the claims administrator on 0345 0308138 and they will provide details for its return.
5. All repairs to **Gadgets** are issued with a 3-month warranty (the **Gadget** must be returned to the claims administrator the event of a claim under **Our Warranty**).
6. All replacement items are issued with a 12-month warranty (the item must be returned to the claims administrator in the event of a claim under **Our Warranty**).

7. If **You** existing accessories are not compatible with the replacement item that **We** have provided, **We** will cover the cost of replacing the accessories if **You** supply **Proof of Purchase** for these.
8. **Our Warranty** claims for **Gadget(s)** damaged in transit will only be paid where they are reported to the claims administrator on 0345 0308138 within 48 hours of delivery and the packaging is retained to allow an investigation to be carried out.

Conditions and Limitations

Limit of Liability

The most **We** will pay for any claim is the single item limit shown in the "Table of Benefits". This amount will not be more than the replacement cost of each **Gadget(s)** being claimed for. The claim payment will not be more than:

1. The single item limits shown in the "Table of Benefits"; or
2. The original **Purchase Price**; or
3. The current market value of each **Gadget(s)**, Whichever is the lowest amount.

Fraud

The contract between **You** and **Us** is based on mutual trust. However, if anyone named on **Your Policy Schedule** or anyone acting for **You** commits a fraudulent act, included but not limited to:

1. Submitting fraudulent documents; or
2. Making a fraudulent statement; or
3. Exaggerate any part of the claim made under this **Policy**.

Then **We**:

1. Will not pay any part of the claim; and
2. May be entitled to recover from **You** the amount of any claim already paid under **Your Policy**; and
3. May inform the Police and criminal proceedings may follow.

Information Disclosure

Throughout the claim process **You** are required to always be open and honest when providing answers. Failure to do so may result in **Your** claim being declined.

Where **You** have been asked for additional information in respect of **Your** claim and it has been identified that there are inconsistencies in the circumstances of **Your** claim, this may result in **Your** claim being declined. This would include where **You** have failed to provide details of any other insurance policy that covers **Your Gadget(s)**.

Law

The laws of the **United Kingdom** allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **United Kingdom** where **Your Home** is, unless otherwise agreed by **Us** in writing. If **Your Home** is in the Channel Islands or the Isle of Man, then the law of England and Wales will apply to this contract.

Section 9: Baggage delay on outward journey

This section does not apply to **Insured Journeys** solely within the **United Kingdom**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits" as a result of:

1. The delayed arrival of **Your** baggage by at least 12 hours, and for each subsequent 12 hours, after **Your** actual arrival time on **Your** outward journey from the **United Kingdom**.

What is covered

1. The reasonable cost of buying essential clothing, toiletries and similar items.

What is not covered

1. Any claim for delayed baggage on **Your** return journey to the **United Kingdom**.
2. Anything mentioned in the "General Policy Exclusions".

Additional conditions applying to this section

1. If **Your** baggage is delayed whilst in the care of a carrier or transport company, **You** must report the delay immediately on discovery and get a written report from them.
2. If **Your** baggage is delayed whilst in the care of an airline **You** must:
 - a. Report **Your** missing baggage to them before leaving the baggage reclaim area and obtain a Property Irregularity Report.
 - b. Retain all travel tickets and baggage tags.
3. If **Your** baggage eventually arrives, **You** must obtain written confirmation of the length of the delay.
4. If **Your** baggage proves to be permanently lost, any payments made for a delayed baggage claim will be deducted from any payments **We** make for a claim for lost baggage under the "Personal possessions" section of this **Policy**.

Section 10: Missed departure

This section does not apply to **Insured Journeys** solely within the **United Kingdom**.

If **You** are a resident of Northern Ireland, cover under this section is extended to include missed departure from international departure points within the Republic of Ireland.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", in the event that **You** arrive too late (as shown on **Your** ticket) to board **Your** pre-booked scheduled **Public Transport** at **Your** first international departure point on **Your** outward journey from the **UK** or **Your** last departure point on **Your** return journey to the **UK** as a result of:

1. Scheduled **Public Transport** services failing to get **You** to **Your** departure point due to **Strike or Industrial Action**, adverse weather conditions (but not those defined as a **Catastrophe**), mechanical failure or **Your** direct involvement in an accident; or
2. The private motor vehicle in which **You** are travelling being directly involved in an accident or breaking down; or
3. A delay involving the vehicle in which **You** are travelling due to unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association website, Highways Agency website, on television, news bulletins or in the press.

What is covered

1. **Your** reasonable and necessary additional travel and accommodation expenses (room only) of a similar standard to the original booking, to allow **You** to reach **Your** trip destination or to return **Home**.

What is not covered

1. The **Excess** as shown in the "Table of Benefits" unless the additional premium for **Excess Waiver** has been paid and is shown on **Your Policy Schedule**.
2. Any claim as a result of heavy traffic or road closures where **You** have not obtained confirmation that the delays were sufficiently severe to warrant reporting on a recognised motoring association website, Highways Agency website, on television, news bulletins or in the press.
3. Any claim as a result of **Your** failure to allow sufficient time for the **Public Transport** to arrive on schedule and deliver **You** to **Your** departure point by the check-in time shown on **Your** travel itinerary.
4. Any claim as a result of the private motor vehicle in which **You** are travelling not having been properly serviced and maintained, in the event of vehicle breakdown.
5. Any claim as a result of the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of any service, travel agent, tour operator or organiser through whom the trip was booked.
6. Any claim arising as a result of a **Catastrophe**.

7. Any claim as a result of **Your** missed departure for reasons other than those listed within this section.
8. Anything mentioned in the "General Policy Exclusions".

Additional conditions applying to this section

1. **You** must allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
2. **You** will be required to provide **Us** with documentary evidence of the reason for any delay leading to a missed departure.
3. **You** will be required to provide **Us** with documentary evidence of **Your** additional travel and accommodation expenses.
4. Where **You** travel from Northern Ireland to depart from the Republic of Ireland, the Republic of Ireland is deemed to be **Your** last departure point from the **UK** even if **You** are travelling from there to another **UK** airport, station, port or terminus before travelling onwards internationally.

Section 11: Travel delay and abandonment

This section does not apply to **Insured Journeys** solely within the **United Kingdom**.

If **You** are a resident of Northern Ireland, cover under this section is extended to include international departure points within the Republic of Ireland.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sums insured shown in the "Table of Benefits", in the event of **Your** unavoidable delay in departure of at least 11 hours from **Your** original scheduled departure time from **Your** first international departure point on **Your** outward journey or **Your** last international departure point on **Your** return journey as a result of:

1. Adverse weather conditions (but not those defined as a **Catastrophe**).
2. **Strike or Industrial Action**.
3. Mechanical breakdown of the **Public Transport** on which **You** are booked to travel.

What is covered

1. Travel delay benefit for each complete 11 hours of delay.
2. In the event that **You** decide to abandon **Your** outward trip, the cost of:
 - a. **Your** unused non-refundable pre-booked travel and accommodation expenses which **You** have paid or are contracted to pay; and
 - b. **Your** unused non-refundable pre-booked airport parking, car hire, airport lounge pass and excursions which **You** have paid or are contracted to pay; and
 - c. **Your** unused non-refundable visa, ESTA (Electronic System for Travel Authorisation for travellers to the USA) or other relevant travel permission which **You** have paid.

What is not covered

1. The **Excess** as shown in the "Table of Benefits" unless the additional premium for **Excess Waiver** has been paid and is shown on **Your Policy Schedule**.
2. Any **Insured Journey** solely within the **United Kingdom** (except for trips to the Channel Islands and the Isle of Man requiring a flight or ferry crossing).
3. Any claim unless **You** have written confirmation from the carrier or their handling agents detailing the reason for the delay, the scheduled departure time and the actual departure time.
4. Any claim where the carrier or their handling agents provide alternative transport which departs within 11 hours of the original scheduled departure time.
5. Any claim as a result of **Your** failure to check-in at **Your international** departure point by the time shown on **Your** travel itinerary.
6. Any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through **Your** travel agent or airline).
7. Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements.
8. Any claim for promotional vouchers or reward points such as Air Miles or Avios points.

9. Any charges in respect of the trip for which there is no contractual liability or which are recoverable elsewhere.
10. Any claim arising as a result of a **Catastrophe**.
11. Any claim arising as a result of the withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation or instruction of the Civil Aviation Authority or a Port Authority or any such regulatory body.
12. Anything mentioned in the "General Policy Exclusions".

Additional conditions applying to this section

1. Travel delay benefit is intended to provide compensation if **You** are delayed at **Your** first international departure point on **Your** outward journey or **Your** last international departure point on **Your** return journey and is only applicable if **You** have travelled there and checked-in. If **You** have not travelled there, **You** will not be covered even if **You** have checked-in online.

Section 12: Personal liability

This section does not apply to **Insured Journeys** solely within the **United Kingdom**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", as a result of an **Insurance Event** in which, by **Your** act or omission, **You** cause:

1. Death or **Bodily Injury** to another person; or
2. Loss of or damage to the tangible, material property of another person.

What is covered

1. Material damages and compensation for which **You** are legally liable; and
2. Legal costs and expenses incurred in defending an action against **You** or in negotiating the settlement of such an action; and
3. **Your** costs and expenses incurred in the event that **Your** attendance or participation is required by **Us** in the defence of such an action.

What is not covered

1. The **Excess** as shown in the "Table of Benefits" unless the additional premium for **Excess Waiver** has been paid and is shown on **Your Policy Schedule**.
2. Any liability directly or indirectly arising from an **Insured Journey** solely within the **United Kingdom**.
3. Any liability directly or indirectly arising from **Your** participation in **Hazardous Activities and Sports** which are:
 - a. Specifically excluded; or
 - b. Not listed as covered unless otherwise agreed by **Us** in writing; or
 - c. Listed as covered but with Personal Liability cover excluded.
4. Any liability for intangible or non-material damage, such as to reputation, image or to intellectual property rights.
5. Any liability directly or indirectly arising from:
 - a. Loss of or damage to material property, buildings or land owned by, or in the care, custody or control of **You**, a **Relative**, a member of **Your** household, a person **You** employ, a travelling companion or person with whom **You** have arranged to stay, except in relation to temporary hotel and similar accommodation which **You** occupy and for which **You** assume contractual responsibility during an **Insured Journey**; or
 - b. Death or **Bodily Injury** to **Your Relative**, a member of **Your** household, a person **You** employ, **Your** travelling companion or a person with whom **You** have arranged to stay; or
 - c. The ownership, care, custody or control of any animal by **You**, a **Relative**, a member of **Your** household or a person **You** employ, **Your** travelling companion or a person with whom **You** have arranged to stay; or
 - d. **Your** ownership, possession or use of horse-drawn, motorised, electrically or mechanically-propelled or towed vehicles or lifts, aircraft, watercraft (other than rowing boats, punts or canoes), firearms or explosive devices; or

- e. Any form of racing; or
 - f. **You** trade profession or business; or
 - g. A contract, unless such liability would exist in any event in the absence of the contract; or
 - h. **You** acting formally or informally as the leader of a group taking part in an activity; or
 - i. **You** having transmitted disease to another person via infection or otherwise; or
 - j. **You** deliberate, unlawful, malicious, or wilful act or omission; or
 - k. **You** fraudulent, dishonest or criminal act or that of any person authorised by **You**; or
 - l. A matter which is subject to criminal proceedings against **You**.
6. Any liability directly or indirectly arising where cover is provided under any other insurance or guarantee.
 7. Any liability directly or indirectly arising through action not brought under the jurisdiction of the courts of the country in which the **Insurance Event** giving rise to the claim occurred unless otherwise agreed by **Us**.
 8. Punitive or exemplary damages.
 9. Any claim where **You** have failed to notify **Us** of the **Insurance Event** within a reasonable time of it occurring and where this failure adversely affects **Our** ability to defend the claim or to limit **Our** liability.
 10. Anything mentioned in the "General Policy Exclusions".

Additional conditions applying to this section

1. If **You** know of any **Insurance Event** which may result in a claim under this section **You** must:
 - a. Inform **Us** in writing without delay; and
 - b. Send all correspondence and legal documents to **Us** unanswered without delay; and
 - c. Not discuss liability with any third party.
2. **You** must make no admission of liability, or offer, promise, or make payment or indemnity without **Our** prior written agreement.
3. **We** are entitled to take over the defence and settlement of any claim against **You** in **Your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
4. **We** may at **Our** own expense take proceedings in **Your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
5. In the event that **You** attendance or participation is required by **Us** in the defence or negotiation of an action against **You**, **We** will pay **You** reasonable and necessary transport and accommodation costs and expenses, provided that these are agreed by **Us** in advance, in writing.
6. In the event of **Your** death, **Your** personal legal representative will receive the benefit of cover provided by this section.
7. Where more than one **Insured Person** is involved in the same **Insurance Event**, the maximum **We** will pay in total is £2,000,000. If this limit is reached, this amount will be allocated in proportion to each **Insured Person**.

Section 13: Hijack

Words with special meanings specific to this section:

Hijack

The unlawful seizure or wrongful exercise of control, for more than 24 hours, of the aircraft or sea vessel in which **You** are travelling as a fare-paying passenger.

This section of the **Policy** sets out the cover **We** will provide to each **Insured Person** in total, per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", as a result of Hijack.

What is covered

1. **Hijack** Benefit per day for each full 24 hours that **You** are detained.

What is not covered

1. **Hijack** in an area which is subject to **War and Civil Unrest**.
2. Anything mentioned in the "General Policy Exclusions."

Section 14: Legal costs and expenses

This section does not apply to **Insured Journeys** solely within the **United Kingdom**.

This section of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured Journey**, up to the sum insured shown in the "Table of Benefits", as a result of an **Accident** which results in **Your** death, **Bodily Injury** or illness.

Special Definitions

Legal Expenses

Fees, expenses and other disbursements reasonably incurred (as determined by **Our** legal counsel) by a legal representative:

- a) in pursuing a claim or legal proceedings against a third party who has caused **Your** death, **Bodily Injury** or **Illness**;
- b) in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator;
- c) relating to costs that **You** are legally liable for following an award of costs by any tribunal or court or an out of court settlement made in connection with any claim or legal proceedings.

Legal Representative

A solicitor, firm of solicitors, lawyer or any appropriately qualified person, firm or company, appointed by **Us** to act on **Your** behalf.

Special Conditions

We will have complete control over the legal proceedings and the appointment and control of any legal representatives. **You** must follow **Our** legal representative's advice and provide any information and assistance required. **You** must use reasonable efforts to get back all of **Our** expenses where possible. **You** must pay **Us** any expenses **You** do get back.

What is covered

Legal expenses incurred in pursuit of a claim for damages or compensation against a third party who has caused **Your** death, **Bodily Injury** or **Illness** as a result of an **Accident** which occurs during **Your** trip.

What is not covered

1. The **Excess** as shown in the "Table of Benefits" unless the additional premium for **Excess Waiver** has been paid and is shown on **Your Policy Schedule**.
2. Any liability directly or indirectly arising from an **Insured Journey** solely within the **United Kingdom**.
3. Claims notified more than 180 days after the date of the incident which led to the claim.
4. Any legal expenses incurred in the defence of any civil claim or legal proceedings brought or made against **You**.

5. Any legal expenses incurred before receiving **Our** prior written approval, unless such costs would have been incurred subsequent to **Our** approval.
6. Any fines, penalties or damages that **You** have to pay.
7. Any legal expenses incurred in connection with any criminal or wilful act committed by **You**.
8. Legal expenses where in **Our** opinion there is insufficient prospect of success in obtaining a reasonable benefit or where the legal expenses are likely to be greater than the anticipated amount of compensation.
9. Legal expenses incurred in pursuit of any claim or proceedings brought against a travel agent, tour operator, carrier, Capacity Insights, the **Insurers** or their agents, someone **You** were travelling with, another person insured by this **Policy** or the manufacturer, supplier or distributor of any drug or medicine.
10. Legal expenses incurred after **You** have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or **You** not accepting an offer from **Us** to settle a claim.
11. Legal expenses that are based directly or indirectly on the amount of compensation award (Contingency Fee Agreement).
12. Legal expenses incurred where an action is brought in more than one country.
13. Legal expenses where **You** are insured for these expenses under any other insurance policy.
14. Anything mentioned in the "General Policy Exclusions".

Appendix 1: Hazardous Activities and Sports

Below are lists of activities that can or cannot be covered by this **Policy**. Please telephone the Customer Helpline on 02921 684346 if **You** are unsure whether **Your** intended activity is covered by **Your Policy**. For all **Hazardous Activities and Sports**, participation in competition is excluded unless agreed by **Us**.

The following activities are covered under this Policy

Aerobics
Athletics (amateur)
Badminton
Banana Boating
Bar Work
Baseball
Basketball
Board Sailing (Windsurfing)
Body Boarding
Boogie Boarding
Bridge Walking e.g. Sydney Harbour Bridge
Canoeing/Kayaking - up to Grade 2 rivers only
Canopy Walking
Cricket
Curling
Cycling (recreational only, no racing or competitions)
Fell Running/Walking
Fishing
Football/Soccer (non-competitive)
Golf
Gymnastics (no competitions)
Hiking/Trekking/Walking under 2,500m
Ice Skating
Marathon Running
Mountain Biking (recreational including general cross country and off-road cycling)
Non- Manual Work . This includes work such as administrative and clerical duties, bar and restaurant work, fruit picking (not using machinery), musicians and singers.
Paddle Boarding
Rambling
Restaurant Work

River Tubing (up to grade 2 rivers and not through caves)
Roller Skating/Blading (wearing pads and helmets)
Safari (professionally organised and without guns)
Sailing (inland waters or coastal waters within 12 miles of land)
SCUBA Diving (down to 30m accompanied by a qualified diver or instructor)
Sleigh Rides pulled by a horse or reindeer, as a passenger with a professional driver
Snorkelling
Softball
Squash
Surfing
Swimming
Swimming with dolphins
Tennis
Trampolining
Volleyball
Water Skiing (no jumping)
Water Polo
Windsurfing
Zip Lining/Wiring

The following activities are covered under this Policy. However, no cover is provided under the Personal Accident and Personal Liability sections.

Archery
Canoeing / Kayaking (up to grade 3 rivers only)
Electric scooter riding (organised tours only and a safety helmet must be worn)
Fencing
Flotilla Sailing (with professional leader)
Go Karting
Hot Air Ballooning (organised pleasure rides only)
Indoor Climbing (sport climbing with belays)
Jet Boating (as a passenger only and no racing)
Motorcycling on-road as a mode of transport as a passenger or rider (**You** must be wearing a crash helmet and the maximum engine size of the motorcycle or electric motorcycle can't be above 125cc/11kw. The rider must have held a valid UK motorcycle licence for at least 3 years and be conviction free)
Paint Balling (eye protection must be worn)
Parascending over water
Rowing (no racing)
Segway Riding (organised tours only and a safety helmet must be worn)
Zorbing

The following activities will only be covered if You pay the appropriate additional premium and the activity is shown as covered on Your Policy Schedule.

Abseiling (within organiser's guidelines)

Black Water Rafting

Land Skiing (not on snow)

Octopush

Rap Jumping/Running (within organiser's guidelines)

Safari Trekking on foot (must be an organised tour booked in the **United Kingdom**)

Sea Kayaking

White Water Rafting (up to grade 3 within organiser's guidelines)

Excluded Hazardous Activities and Sports

Base Jumping

Big Game Hunting

BMX Stunt Riding

Bouldering

Boxing

Canyoning

Caving / Pot Holing

Coasteering

Cycle Racing

Flying except as a fare paying passenger in a licenced passenger carrying aircraft

Free / High Diving

Gliding

Hang Gliding

Judo / Karate / Martial Arts

Kite Surfing

Lacrosse

Manual Work

Micro Lighting

Motorcycling as a rider or passenger on a machine over 125cc

Motorcycling off-road as a rider or passenger

Mountaineering

Parachuting

Paragliding

Parascending over land

Polo

Professional / Semi Professional Sports
Quad Biking
Rock Climbing
Sailing outside territorial waters
Scuba Diving below 30m
Shark Cage Diving
Shark Diving
Tombstoning
Track Days using motorised vehicles
Water Ski Jumping
Weightlifting
White Water Rafting (grade 4 and above)
Wrestling

If an activity is NOT listed above it is NOT covered unless **You** contact **Us** and **We** agree, in writing, to cover the activity. Please telephone **Our** Customer Helpline on 02921 684346 if **You** are unsure as to whether **Your** intended activity is covered by **Your Policy**.

General policy exclusions

These exclusions apply to all sections of **Your Policy**. In addition, individual sections of cover may have specific exclusions which apply only to those sections.

A) This **Policy** does not provide cover:

1. Unless **You** are:

- a) In the **United Kingdom** when the **Policy** is purchased;
- b) Aged 50 or under at the purchase date;
- c) Resident in the **United Kingdom**, meaning that **You**:
 - Have an address in the **United Kingdom**; and
 - Have lived in the **United Kingdom** for at least 6 of the last 12 months; and
 - Are registered with a General Practitioner in the **United Kingdom**.

2. For trips of duration longer than 547 days

Unless agreed by **Us** in writing.

B) **We** will not pay for any losses that are not directly associated with the **Insurance Event** causing the claim, for example loss of earnings if **You** are unable to work or the cost of replacing locks if **You** lose keys.

C) **We** will not pay for any losses recoverable from any other source. Where another insurance policy covers the same risk, **We** will only pay **Our** proportionate share of a valid claim.

D) **We** will not pay for any loss, damage, cost or expense directly or indirectly caused by:

1. **Active Participation:**

a) The act of an **Insured Person**, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest** or **Terrorism**.

b) The act of an **Insured Person** voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign, Commonwealth & Development Office (FCDO). See: <https://www.gov.uk/foreign-travel-advice>

2. **Aviation**

Flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger-carrying aircraft, unless otherwise shown as covered in "Appendix 1: Hazardous Activities and Sports".

3. Civil authorities

The confiscation, retention, impounding or destruction of property by any Customs authority, Government or other civil authority.

4. Climbing and Jumping

You climbing on top of, or jumping from a vehicle, or jumping from a building or balcony; or climbing or moving from any external part of any building to another (apart from on an external fire-escape or stairs) regardless of the height, unless **You** life is in danger or **You** are attempting to save human life.

5. Cruises

Any trip on sea-going Cruise-ships.

6. Cyber-attack

Cyber-attack including but not limited to the delay or cancellation of flights due to the failure of critical systems.

7. Decompression

Any medical consequences of flying less than 24 hours after a scuba dive.

8. Default

The negligence, error or omission of:

- a. An **Insured Person**; or
- b. Any provider of transport or accommodation; or
- c. Any agent or online booking service through which travel arrangements were made; or
- d. Any **Colleague**; or
- e. Any **Relative**.

9. Depreciation

Depreciation, wear and tear and currency exchange losses.

10. Disinclination

Your unwillingness or refusal to travel

11. Epidemic/Pandemic

Any epidemic or pandemic as declared by the World Health Organisation.

12. Excluded Hazardous Activities and Sports

Your participation in **Hazardous Activities and Sports** which are excluded or not shown as covered in "Appendix 1: Hazardous Activities and Sports".

13. Excluded Medical Conditions

Excluded medical conditions as defined in the IMPORTANT CONDITIONS AND EXCLUSIONS RELATING TO HEALTH section of this policy wording.

14. Failure to take medical precautions, advice and treatment

Your failure to:

- a) Obtain any recommended vaccinations, inoculations or preventative medications in a timely manner before an **Insured Journey**; and

- b) Follow the medical advice, accept the treatment or take the prescribed medication recommended by a General Practitioner or Consultant, prior to or during an **Insured Journey**; and
- c) Follow the medical advice, accept the treatment or take the prescribed medication recommended by a treating **Medical Practitioner** abroad.

15. Failure to wear a motorcycle helmet

Bodily Injury or death occurring as a consequence of **You** not wearing a recognised motorcycle helmet while on a motorcycle, moped, motor-scooter, quadbike or similar.

16. Failure to wear a seatbelt

Bodily Injury or death occurring as a consequence of **You** not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.

17. Foreseeable Circumstances

Any circumstances, such as **Strike or Industrial Action**, that were known or could reasonably have been anticipated at the time an **Insured Journey** was booked or the **Policy** was purchased, whichever is later.

18. Manual work

Work that is physical, including, but not limited to construction, installation, assembly and building work, work that involves putting together, maintaining, repairing or using heavy electrical, mechanical or hydraulic machinery.

19. Mental Illness

Your psychological or psychiatric disorder or **You** suffering from any condition of anxiety, stress or depression diagnosed before the start of an **Insured Journey** unless accepted by **Us** in writing.

20. Nuclear, biological and chemical hazards

- a. Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any nuclear machinery or parts
- b. The use of nuclear, biological or chemical weapons, or contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.

21. Pre-existing Medical Condition(s)

Any **Pre-existing Medical Condition(s)** unless the appropriate additional premium has been paid and they have been accepted by **Us** in writing.

22. Pressure waves

The transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

23. Safety equipment and instructions

Bodily Injury or death occurring as a consequence of **You** participating in **Hazardous Activities and Sports** arising from **Your** failure to:

- a) Correctly wear or use any safety equipment customarily worn, such as a

- helmet, harness, safety line or lifejacket; or
- b) Follow the safety instructions and guidance provided by activity organisers, instructors and guides, where applicable.

24. Search and rescue

Any search and rescue (however, **We** will cover medical evacuation when this is medically necessary and agreed in advance by the assistance company).

25. Self-Injury

- a) **Your** wilfully, self-inflicted injury or **Illness**, suicide or attempted suicide; or
- b) **Your** self-exposure to needless peril, except in an attempt to save human life; or
- c) Any form of alcohol abuse including alcohol withdrawal or **You** drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of **Your** faculties and/or judgement resulting in a claim. (**We** do not expect **You** to avoid alcohol on **Your** trip but **We** will not cover any claim arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected); or
- d) **Your** use of any drugs, including solvents and so-called legal highs, other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner** but not for the treatment of drug or alcohol addiction.

26. Swimming pool

Your unauthorised use of a swimming pool outside of the specified opening times.

27. Terrorism/Terrorist Act (see "Words with special meanings") this exclusion will not apply to the following sections of cover:

- a) Emergency medical and repatriation expenses
- b) Personal accident
- c) Hijack

28. Unlawful acts

- i) Any unlawful act deliberately or intentionally committed by an **Insured Person**; or
- ii) The operation of law or the order of any court; or
- iii) Civil or criminal proceedings against anyone on whom **Your Insured Journey** depends.

29. Volcanic Ash

The delay or cancellation of flights on the order or recommendation of any civil authority, or at the initiative of the airline, due to atmospheric volcanic ash.

30. War and Civil Unrest (see "Words with special meanings")

Your presence in an area which is subject to **War and Civil Unrest** unless **Your** presence in such an area is due to:

- i) The unscheduled transit or stopover of the aircraft or sea vessel in which **You** were travelling; or
- ii) **Your** involuntary diversion, transit or stopover as a result of **Hijack, Kidnap** or other occurrence beyond **Your** control; or
- iii) The sudden, unexpected occurrence of **War and Civil Unrest** in an area previously in a state of peace at the time **You** entered the area;

and in such cases, **You** will be covered for a maximum period of 72 hours from **Your** involuntary arrival in such an area or, where **You** are already present in an area previously in a state of peace, from the time when **War and Civil Unrest** first occurs, provided that:

- a. **You** make all reasonable efforts to leave the affected area at the first opportunity; and
- b. **You** are not involved in **Active Participation**.

31. Winter sports

Your participation in Winter sports unless:

32. Wild animals

Any claim arising from **You** deliberately entering or reaching into a cage or enclosure containing animals normally found in the wild, including juveniles and hand-reared orphans, even if **You** are advised that such contact is safe.

General Policy conditions

These are the general conditions applying to all of **Your Policy**. Certain sections of cover have additional conditions specific to the section.

1. **We** promise to act in good faith in all **Our** dealings with **You**.
2. **We** may not pay **Your** claim if **You** do not:
 - Take all possible care to safeguard against accident, injury, loss, damage or theft; and
 - Avoid any action or inaction which may increase the loss or liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense; and
 - Give **Us** full details of any incident which may result in a claim under **Your Policy** as soon as is reasonably possible; and
 - Pass on to **Us** every claim form, summons, legal process, legal document or other communication in connection with the claim; and
 - Provide all information and assistance that **We** may reasonably require at **Your** expense (including, where necessary, medical certification and details of **Your** household insurance).
3. **You** must not admit liability for any event, or offer to make any payment, without **Our** prior written consent.
4. The terms of **Your Policy** can only be changed if **We** agree. **We** may require **You** to pay an additional premium before making a change to **Your Policy**.
5. **You** must start each **Insured Journey** from **Your Home** or place of business in the **United Kingdom** and return to **Your Home** or place of business in the **United Kingdom** at the end of each trip, within the permitted trip duration, unless otherwise agreed by **Us**.
6. **You** agree that **We** can:
 - Make **Your Policy** void where any claim is found to be fraudulent; and
 - 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** supplied when **You** bought **Your Policy** and other information relating to a claim, may be provided to the register participants; and
 - Take over and act in **Your** name in the defence or settlement of any claim made under **Your Policy**; and
 - Take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under **Your Policy**; and
 - Obtain information from **Your** medical records (with **Your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **Your** prior approval.
7. **We** will not pay **You** more than the amounts shown in the "Table of Benefits".
8. **You** agree that **We** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **Us** details of such other insurance. This condition will not apply to valid personal accident claims, which **We** will pay in full.
9. **We** shall not be liable to pay damages to **You** for the late payment of a claim under this insurance contract, unless **We** fail deliberately or recklessly to pay the claim within a reasonable time.
10. When booking **Your** trip or purchasing this **Policy**, whichever is later, **You** and **Your** travelling companion(s) must be fit to travel and participate in any activities

and excursions that **You** have planned during **Your** trip.

11. **We** will only provide cover for domestic travel (within the **United Kingdom**) which includes a flight or pre-booked overnight accommodation away from **Your** normal place of residence.
12. Family members are only insured under this **Policy** if they are eligible to be covered, are named on the **Policy Schedule** and the appropriate premium has been paid. Unmarried, dependent children aged up to 17 are only covered when travelling with **You** or **Your** spouse or partner.
13. A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available from that Act.
14. **You** cannot transfer **Your** interest in this **Policy** to anyone else.
15. **We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Important information - please read

We strongly recommend that **You** keep a record of all information given to **Us**, including telephone calls, copies of all letters, emails and the application and claim forms **You** completed whether in hard copy or on-line. A copy of the **Policy** is available on request.

Your declaration and changes

It is essential that all the information given to **Us** is accurate and that **You** have answered **Our** questions fully and accurately. Please see "Your declaration: important questions relating to health, activities and the acceptance of your insurance". **You** must tell **Us** immediately if there are any relevant changes in **Your** circumstances or to the information already given.

Accurate information about **Pre-Existing Medical Conditions** relating to the health of the people travelling and others upon whose health **Your** trip may depend is particularly important as the **Policy** contains specific conditions and exclusions. If **You** are not sure whether something is important, please tell **Us** anyway as failure to do so may invalidate **Your** insurance.

Data protection notice

The Insurer

Hamilton Insurance DAC, the Data Controller, is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which the **Insurer** processes **Your** personal data, for more information please visit www.hamiltongroup.com

How the Insurer uses Your personal data and who they share it with

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

Sensitive Personal Data

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

Disclosure of Your Personal Data

The **Insurer** may disclose **Your** personal data to third parties involved in providing products or services to them, or to service providers who perform services on their behalf. These include the insurer's group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International transfers of Data

The **Insurer** may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where they transfer **Your** personal data outside of the EEA, they will ensure that

it is treated securely and in accordance with the Legislation.

Privacy Notice

Your Rights

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

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with the **Insurer's** data retention policy. In most cases, the retention period will be for a period of ten (10) years following the expiry of the insurance contract unless they are required to retain the data for a longer period due to business, legal or regulatory requirements. If **You** have any questions concerning the **Insurer's** use of **Your** personal data, please contact The Data Protection Officer, Hamilton Insurance DAC - please visit www.hamiltongroup.com for full address details.

Capacity Insights

Capacity Insights are a joint Data Controller and are equally committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For more information, please visit www.capacityinsights.co.uk/privacy-policy/

If **You** have any concerns, a complaint or any request regarding Capacity Insights' use of **Your** personal data, please contact: The Data Protection Officer, Capacity Insights, Healix House, Esher Green, Esher, Surrey, KT10 8AB. Or by email: privacy@capacityinsights.co.uk

Complaints Procedure

We aim to provide the highest standard of service to every customer. However, if **You** feel unhappy with any element of the service received, please write and tell the relevant party so that they can try to resolve the problem. Please be advised that only the identified parties below can deal with **Your** complaint and provide **You** with any complaint information updates. If **You** submit **Your** complaint to or try to obtain information from the wrong party, **You** will be asked to resubmit **Your** complaint to the correct party.

COMPLAINTS RELATED TO CLAIMS (EXCEPT CLAIMS UNDER SECTION 8 GADGET COVER)

In the first instance, please contact:

The Complaints Officer, International Medical Group, 3rd Floor, Fitzalan House, Fitzalan Court, Cardiff. CF24 0EL

Tel: 02921 684347

Email: qualityassurance@imglobal.com

COMPLAINTS RELATED TO CLAIMS UNDER SECTION 8 GADGET COVER

In the first instance, please contact:

The Complaints Officer, Davies Group Ltd, PO Box 2801, Stoke on Trent, ST4 9DN.

Tel: 0345 030 8138

Email: Customer.Care@davies-group.com

COMPLAINTS RELATED TO SALES

In the first instance, please contact:

The Complaints Officer, International Medical Group, 3rd Floor, Fitzalan House, Fitzalan Court, Cardiff. CF24 0EL

Tel: 02921 684346

Email: complaints@atozcover.co.uk

HOW TO MAKE A COMPLAINT

On receipt of **Your** complaint, **You** will be contacted within three working days to inform **You** of what action is being taken or with a resolution to the complaint. If **We** have been unable to resolve the complaint during this time, **We** will investigate further and give **You** an answer within four weeks. If it will take longer than four weeks, **We** will tell **You** when **You** can expect to receive an answer. This procedure is compliant with the requirements set out by the Financial Conduct Authority. If **You** have not been given an answer within eight weeks or remain unhappy with **Our** final response, **We** will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review.

The FOS address

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

Tel: 0800 0234 567 or 0300 123 9123.

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **You** have to take action.

Contact details

Customer Helpline (Monday to Friday, 09:00-17:00)

Tel: 02921 684346

Claims Service (non-emergency claims)

For all claims other than those under Section 8 Gadget

Telephone: 02921 684347

Email: travelclaims@imglobal.com

Online claims portal: www.imglobal.com/member/assistance/claims

For all Section 8 Gadget claims

Telephone: 0345 030 8138

Email: gadgetclaims@davies-group.com

Online claims portal: <https://CITravelgadget.davies-group.com>

Emergency Assistance (24 hours, 7 days a week)

Telephone: +44(0)2921 684348

Email: 247assistance@imglobal.com