

# **Policy Wording**

Backpacker and Backpacker Plus Cover

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## Backpacker and Backpacker Plus Explorer Travel Insurance Policy Document

This insurance is provided by Explorer Travel Insurance, which is a trading style of Explorer Insurance Services Limited. Registered in England and Wales No: 7496730. Registered Office: Millhouse, 32-38 East Street, Rochford, SS4 1DB. Authorised and regulated by the Financial Conduct Authority (FCA). Firm Reference number: 583108

Sections A1 to B10 and B12 to B13 of this insurance is underwritten by Chaucer Insurance Company DAC. Chaucer Insurance Company DAC are authorised and regulated by the Central Bank of Ireland and registered in the Republic of Ireland. Registered office: 38 & 39 Baggot Street Lower, Dublin 2, D02 T938,

Section B11 of this insurance is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 OPR, United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE. Liberty Mutual Insurance Europe SE is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Section C of this insurance is arranged and administered by Bastion Insurance Services Ltd and is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, Surrey, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Bastion Insurance Services are authorised and regulated by the Financial Conduct Authority, FCA number 650727.

Details of the extent of **Our** regulation by the Financial Conduct Authority are available on request. **You** can check this information on the Financial Services Register by visiting the Website https://register.fca.org.uk/ or by phoning 0800 111 6768 or 0300 500 8082.

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## Schedule of benefits

		Backpacker		Backpacker Plus	
	Section	Limits (per person)	Excess (per person)	Limits (per person)	Excess (per person)
A1	Cancellation charges	£1,000	£125 (£20 loss of deposit)	£2,000	£100 (£20 loss of deposit)
B1	Curtailment charges	£1,000	£125	£2,000	£100
B2	Emergency medical and other expenses	£5,000,000	£125	£10,000,000	£100
	Emergency dental treatment	£100	Nil	£200	Nil
	Funeral expenses abroad	£1,250	£125	£2,500	£100
	Additional accommodation & travelling costs	£500	Nil	£1,000	Nil
B3	State Hospital benefit	£10 per complete 24 hour period up to £200	Nil	£25 per complete 24 hour period up to £500	Nil
<b>B4</b>	Personal accident				
	Permanent Total Disablement	£7,500	Nil	£15,000	Nil
	Loss of one or more limbs, or total and irrecoverable Loss of Sight in one or both eyes	£7,500	Nil	£15,000	Nil
	Death benefit	£7,500 (£1,500 aged under 18)	Nil	£15,000 (£3,000 aged under 18)	Nil
B5	Baggage	£750	£125	£1,500	£100
	Single article limit	£100		£150	
	Total for all valuables	£150 (£75 aged under 18)		£250 (£125 aged under 18)	
	Emergency replacement of baggage (outward journey only)	£25 per complete 24 hour period up to £100	Nil	£50 per complete 24 hour period up to £200	Nil
<b>B6</b>	Personal money, passport and travel documents				
	Personal money	£150	£125	£300	£100
	Cash Limit	£100 (£50 aged under 18)		£200 (£50 aged under 18)	Nil
	Passport & Travel documents	£125	Nil	£250	Nil
B7	Personal liability	£1,000,000	£125	£2,000,000	£100
<b>B8</b>	Abandonment of trip	£1,000	£125	£2,000	£100
B9	Missed departure on your outward journey	£250	£125	£500	£100
B10	Legal expenses	£5,000 (£10,000 policy maximum)	£125	£10,000 (20,000 policy maximum)	£100
B11	Scheduled airline failure	£500	Nil	£1,000	Nil
B12	Hijack	Not available	N/A	£250	Nil
B13	Mugging	Not available	N/A	£250	Nil

		Gadget cover – Standard		Gadget cover – Superior	
Gadget	extension*	Limits (per person)	Excess (per person)	Limits (per person)	Excess (per person)
C	Gadget cover	£1,000	£75	£2,000	£75
	Unauthorised calls / text / data	£10,000 per claim	Nil	£10,000 per claim	Nil
	Accessories (following a gadget claim)	£150	Nil	£150	Nil

Policy excess Under most sections of the policy, claims will be subject to an excess. This means that you will be responsible for paying the first part of each and every claim per incident claimed for, under each section by each insured person, unless you have paid the additional premium to waive the excess as stated in the Certificate of Insurance. The excess waiver option only applies to Sections A1 to B13 inclusive. You cannot waive the excess under Section C.

## Policy wording

## Introduction

This is your travel insurance policy. It contains details of what is covered, conditions and what is not covered, for each **insured person** and is the basis on which all claims will be settled. It is validated by the issue of the Certificate of Insurance which we recommend be attached to the policy

This policy is designed to cover most eventualities whilst you are on your trip. It does not provide cover in all circumstances and we expect that you take all possible care to safeguard against accident, injury, loss or damage as if you had no insurance cover.

Should your circumstances change and there is a change in health between between the date the policy was bought and the date of travel, you must inform us at the earliest opportunity.

## Foreign, Commonwealth & Development Office (FCDO) Advice

This insurance policy will <u>not</u> cover **you** to travel to a specific country or to an area where, prior to **your trip** commencing, the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does <u>not</u> apply where **your** destination is within EU1 or EU2 (see the 'Geographical Areas' on page 5) and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel.

It is your responsibility to check the latest advice from the FCDO prior to commencing your trip, which you can find at https://www.gov.uk/foreign-travel-advice.

## This is not a private medical insurance policy and is only designed to cover you for emergency treatment

This is not a private medical insurance policy and does not cover private medical treatment, private hospital costs or other related expenses incurred, unless these have been specifically agreed and authorised by the Medical Emergency Assistance Company as part of a medical emergency covered by this policy.

This policy is only designed to cover **you** for emergency treatment. Emergency treatment means unforeseen and unplanned treatment that is needed for the sudden onset of an acute condition, which for medical reasons and in the opinion of Assistance Team, cannot be delayed until **you** return to the **United Kingdom**. The decision of the Medical Emergency Assistance Company is final.

An acute condition means: A disease, **illness** or injury that is likely to respond quickly to treatment which aims to return **you** to the state of health **you** were in immediately before suffering the disease, **illness** or injury, or which leads to **your** full recovery.

## **IMPORTANT INFORMATION**

We draw your attention to the exclusions detailed in the 'What is not covered – applicable to all sections of the policy' section, in particular, exclusions 38 and 39, as this policy will NOT provide cover for any claims directly or indirectly related to a **pandemic** and/or **epidemic**, including but not limited to **Coronavirus**.

<u>Please note</u>: general exclusion 38 applies to all sections of cover, whilst general exclusion 39 applies to all sections of cover with the exception of Section A1 – Cancellation charges, Section B1 – Curtailment charges, Section B2 – Emergency medical and other expenses and Section B11 – Scheduled airline failure; provided that **you** have received the recommended number of doses of an approved **Coronavirus** vaccine 14 days prior to **your trip** commencing. This vaccination requirement shall not apply where **you** were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown in **your** medical records. **You** should also refer to general exclusion 22 - Travelling against FCD0 advice.

Please be aware, there is <u>no</u> cover under this policy if (having no symptoms of or **you** not testing positive for **Coronavirus**) **you** are advised to quarantine or **you** choose to selfisolate due to a person **you** have come into contact with testing positive for **Coronavirus**.

## Claims for reimbursement of costs

This insurance policy will only respond to claims for **irrecoverable costs** once those principally responsible for reimbursing the cost have been exhausted. For example transport and accommodation costs – You should, in the first instance, contact your tour operator, airline, accommodation provider, credit or debit card providers to source a refund, as in most instances, either as a result of the Package Travel & Linked Arrangement Regulations 2018; EU Transport Regulations; Consumer Credit Act; or Debit card charge backs, a refund in the current circumstances is legally due.

## Policy eligibility

This policy is only available to you if:

- · You are permanently resident in the United Kingdom and registered with a doctor in the United Kingdom;
- You have been in the UK for a minimum of 6 months in the year prior to purchasing this policy;
- You are in the United Kingdom at the time of purchasing this policy and before starting your trip. Any trip that has already begun when you purchase this insurance will not be covered;
- · You complete your trip within 18 months of the start date of the period of insurance;
- · You are travelling with the intention to return to the United Kingdom within your trip dates, unless an extension has been agreed with us and we have confirmed in writing;
- You are not travelling against the advice of a doctor or where you would have been if you had sought their advice before beginning your trip;
- · You are not travelling specifically to receive medical treatment during your trip or in the knowledge that you are likely to need treatment.

## Claims arising from alcohol

We do not expect you to avoid alcohol during your trip, but we will not cover any claim arising from excessive alcohol consumption, by which we mean where you have drunk so much alcohol that a doctor has stated that your alcohol consumption has caused or actively contributed to your injury or illness, the results of a blood test at the time of injury or illness shows that your blood alcohol level exceeds 0.19% that is approximately 1.5 litres of beer or four 175ml glasses of wine; a witness report of a third party that has advised that you have notably impaired your faculties and/or judgement. Please refer to 'What is not covered - applicable to all sections of the policy', exclusions 28, 29 and 30 on page 14.

## Law and jurisdiction

This policy will be governed by English Law and you, insured persons and we agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless agreed to the contrary by you and us before the commencement date. The Terms and Conditions of this policy will only be available in English and all communication relating to this policy will be in English.

## Age eligibility

Policies are not available to anyone aged under 18 years or 36 years or over. If you reach the age of 36 years during the period of insurance, cover will continue until the expiry of the policy.

## Geographical areas

You will not be covered if you travel outside the area you have selected, as shown in your Certificate of Insurance.

**UK** – England, Wales, Scotland and Northern Ireland.

EU1 – All countries listed in UK above; Channel Islands, Gibraltar, Isle of Man; all European countries west of the Ural mountains excluding Andorra, Cyprus, Greece, Spain and Turkey.

EU2 – All countries listed in UK and EU1 above; all European countries west of the Ural mountains including Andorra, Cyprus, Greece, Spain and Turkey.

AUS/NZ - Australia and New Zealand only.

WW1 - Worldwide excluding Canada, Mexico, the Caribbean and the USA.

WW2 - Worldwide including Canada, Mexico, the Caribbean and the USA.

<u>Please note</u>: This insurance policy will <u>not</u> cover **you** to travel to a specific country or to an area where, prior to **your trip** commencing, the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does <u>not</u> apply where **your** destination is within EU1 or EU2 (see the 'Geographical Areas' above) and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does <u>not</u> apply where **your** destination is within EU1 or EU2 (see the 'Geographical Areas' above) and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel solely due to the **Coronavirus** risk.

It is your responsibility to check the latest advice from the FCDO prior to commencing your trip, which you can find at https://www.gov.uk/foreign-travel-advice.

#### Pregnancy

Our policies include emergency medical expenses cover for pregnancy and childbirth from week 0 to week 28 inclusive whilst **you** are away. From the start of week 29 to week 40 of the pregnancy, there is no cover for claims relating to normal pregnancy and normal childbirth or cancellation, however, medical expenses and cancellation cover will be provided if any of the following complications arise: *Toxaemia, Gestational hypertension, Ectopic pregnancy, Post-partum haemorrhage, Pre-eclampsia, Molar pregnancy or hydatidiform mole, Retained placenta membrane, Placental abruption, Hyperemesis gravidarum, Placenta praevia, Stillbirth, Miscarriage, Emergency Caesarean, A termination needed for medical reasons, Premature birth more than 12 weeks (or 16 weeks if you know you are having more than one baby) before the expected delivery date. Please note we will not cover denial of boarding by your carrier so you should check that you will be able to travel with the carrier/airline in advance. It is essential if at the time of booking your trip you are aware that you are pregnant that you ensure that you are able to have the required vaccinations for that trip; no cover will be provided for cancellation in the event that after booking you discover travel is advised against or you are unable to receive the appropriate and required vaccinations for that country.* 

## **Policy excess**

Under most sections of the policy, claims will be subject to an **excess**. This means that **you** will be responsible for paying the first part of each and every claim per incident claimed for, under each section by each **insured person**, unless **you** have paid the additional premium to waive the **excess** as stated in the Certificate of Insurance. The **excess** waiver option only applies to Sections A1 to B13 inclusive. **You** cannot waive the **excess** under Section C.

## **Helplines**

Please carry this policy document with you in case of an emergency. For medical assistance and/or repatriation claims:

In the event of any **illness**, injury, accident or hospitalisation which requires Inpatient or Outpatient treatment anywhere in the world, **you** must contact the Assistance Team:

## Tel: + 44 (0) 20 3819 7170

## Email: internationalhealthcare@healix.com

#### Policy information

If you would like more information or if you feel the insurance may not meet your needs, email Explorer Travel Insurance at enquiries@explorerinsurance.co.uk or call 0345 373 0253.

## Insurer

The Insurer for this policy is:

For sections A1 to B10 and B12 to B13 - This insurance is underwritten by Chaucer Insurance Company DAC. Chaucer Insurance Company DAC is registered in Ireland (company no. 587682) with its registered office at 38 & 39 Baggot Street Lower, Dublin 2, D02 T938, and is authorised and regulated by the Central Bank of Ireland.

For section B11 - Cover under section J is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR,United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE. Liberty Mutual Insurance Europe SE is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

For section C – Cover under section C is arranged and administered by Bastion Insurance Services Ltd and is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, Surrey, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487, with a registered head office at Louizalaan 166, 1050 Brussels. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Bastion Insurance Services are authorised and regulated by the Financial Conduct Authority, FCA number 650727.

## Travel delays - EC Regulations

This policy is not designed to cover costs which are met under the EC Regulation No. 261/2004. Under this Regulation if **you** have a confirmed reservation on a flight, and that flight is delayed by between two (2) and four (4) hours (length of time depends on the length of **your** flight) the airline must offer **you** meals, refreshments and hotel accommodation. If the delay is more than five (5) hours, the airline must offer to refund **your** ticket.

The Regulations should apply to all flights, whether budget, chartered or scheduled, originating in the EU, or flying into the EU using an EU carrier. If **your** flight is delayed or cancelled, **you** must in the first instance approach **your** airline and clarify with them what costs they will pay under the Regulation.

If you would like to know more about your rights under this Regulation, additional useful information can be found on the Civil Aviation Authority website (www.caa.co.uk).

### How we use personal information

We will use the information from your policy for the purpose of providing you with insurance services and additional products and services. We fully accept our responsibility to promote the privacy of customers and the confidentiality and security of information entrusted to us.

The information provided by **you** or on **your** behalf of when the policy was taken out, together with other information, will be used by **us**, **our** Group companies and **our** service providers and agents. It will be used for administration, customer service and claims.

It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies. You have provided information in connection with the purchase and performance of this insurance policy and you have consented to the processing of the personal data, including sensitive personal data and you have consented to the transfer of this information abroad.

Unless you have informed us otherwise, we or our service providers and agents may contact you by mail or telephone to let you know about any goods, services or promotions that may be of interest to you and/or share your information with organisations that are our business partners. Under the UK Data Protection Act 2018 which incorporates the General Data Protection Regulation (EU)2016/679, you have certain rights regarding access to your information. You have the right to see a copy of the personal information held about you, if you believe that any of the information we are holding is incorrect or incomplete, please let us know as soon as possible. Any information which is found to be incorrect will be corrected promptly.

We may monitor and/or record communication with us either directly or by reputable organisations selected by us, to ensure consistent servicing levels and account operation. We will keep information about you only for as long as is appropriate.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

## Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website at <u>www.chaucerplc.com/privacy-cookie-policy/</u> and if **you** require details of Explorer's privacy policy, this can be found online <u>https://www.explorerinsurance.co.uk/Privacy-Policy</u>. If **you** require details of International Passenger Protection Limited's privacy policy, please refer to – <u>https://www.ipplondon.co.uk/privacy.asp.</u> If **you** require details of Inter Partner Assistance S.A. UK Branch privacy policy, please refer to - <u>www.axa-assistance.co.uk</u>. Other format are available upon request.

UK Data Protection Act 2018 which incorporates the General Data Protection Regulation (EU)2016/679.

#### Fraud prevention

To keep premiums low we do participate in a number of industry initiatives to prevent and detect fraud. To help prevent crime we may:

- 1. Share information about you with other organisations and public bodies including the police.
- 2. Share information about you within our group of companies.
- 3. Pass your details to recognised centralised insurance industry applications and claims review systems (for example the Travel Claims Database) where your details may be checked and updated.
- 4. Check your details with fraud prevention agencies and databases. If you give us false or inaccurate information and we suspect fraud, we may record this with fraud prevention agencies.
- 5. Search records held by fraud prevention and credit agencies to:
  - a) Help make decisions about credit services for you and members of your household.
  - b) Help make decisions on insurance policies and claims for you and members of your household.
  - c) Trace debtors, recover debt, prevent fraud and to manage your insurance policies.
  - d) Check your identity to prevent money laundering.
- 6. Undertake credit searches and additional fraud searches.

## **Cancellation and refunds**

## Important - Applicable to all policies:

We will not refund the premium if you have travelled on the policy, or if you have made or if you intend to make a claim or an incident has occurred which is likely to give rise to a claim.

To cancel your policy, you must contact Explorer Travel Insurance:

- a. by emailing to enquiries@explorerinsurance.co.uk or
- by writing to Explorer Travel Insurance Suite 9, Chalkwell Lawns
   648-656 London Road Westcliff on Sea SS0 9HR

or

- c. by telephoning on 0345 373 0253.
- 1. If you wish to cancel the policy within the 14-day cooling off period

If you decide this policy is not suitable for you and you want to cancel your policy, you must contact Explorer Travel Insurance within fourteen (14) days of buying the policy or the date you receive your policy documents. Any premium already paid will be refunded to you in full.

## 2. If you wish to cancel the policy outside the 14-day cooling off period

If you cancel the policy at any time after the fourteen (14) day cooling off period, you will be entitled to a refund of the premium paid, subject to a deduction of 30% for the cancellation cover have received.

## Our right to cancel the policy

We have the right to cancel this policy by giving at least thirty (30) days' notice in writing to the policyholder at their last known address where we have serious grounds for doing so, including any failure by you to comply with the conditions on page 10 of this policy which is incapable of remedy or which you fail to remedy within fourteen (14) days of receiving a notice from us requiring you to remedy the breach. A proportionate refund of the premium paid will be made to the policyholder from the date we cancel the policy.

## Trip extensions if you decide you wish to extend your trip whilst overseas

If, once you have left the United Kingdom and before the end of the period of insurance, you decide you want to extend your policy, please contact Explorer Travel Insurance on 0345 373 0253 or by emailing <u>enquiries@explorerinsurance.co.uk</u>. Extensions can usually only be considered if there has been no change in your health (or that of a close relative or close business associate) and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

However, should there have been a change in your health or you are aware that a claim has been made or will need to be made under the original policy then we may still be able to consider the extension provided full details are disclosed to Explorer Travel Insurance for consideration.

## Trip extensions if you are unable to return home from your trip as planned

If, due to unexpected circumstances beyond **your** control, for example, due to **illness** or injury or unavoidable delays affecting **your** return flight or **public transport**, **your trip** cannot be completed within the **period of insurance** outlined in **your** Certificate of Insurance, cover will be extended for **you** at no extra cost for up to thirty (30) days. This also applies to one person travelling with **you** who is authorised to stay with **you** by the Medical Emergency Assistance Company if the extension is due to medical reasons. All requests for more than thirty (30) days must be authorised by the Medical Emergency Assistance Company. Please see Medical and other emergencies on page 12 for details of how to contact the Medical Emergency Assistance Company.

## Trip extensions – travel disruption caused by a pandemic/epidemic (including Coronavirus)

If, as a result of a pandemic and/or epidemic (including but not limited to Coronavirus), you are unable to return to the UK as planned, due to:

- a) a country closing their borders and/or
- b) the cancellation or delay of **your** booked **public transport**

and as a result you wish to extend coverage under your current policy, please contact Explorer Travel Insurance on: 0345 373 0253 or e-mail: enquiries@explorerinsurance.co.uk.

We will need full details of your circumstances, to allow us to consider any such request. Please be aware, that all such extension requests will be considered, but cannot be guaranteed.

## **Definitions**

These definitions apply throughout **your** policy booklet. Where **we** explain what a word means that word will appear highlighted in bold print and have the same meaning wherever it is used in the policy. **We** have listed the definitions alphabetically.

#### Accidental bodily injury

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

## Adverse weather conditions

- means rain, wind, fog, thunder or lightning storm, flood, snow, sleet, hail, hurricane, cyclone, tornado or tropical storm, which is not caused by or has not originated from a geological or catastrophic event such as but not limited to an earthquake, volcano or tsunami.

#### Baggage

- means luggage, clothing, personal effects, valuables and other articles (but excluding sports equipment such as, but not limited to, ski equipment, golf equipment, business equipment, personal money and documents of any kind) which belong to you (or for which you are legally responsible) which are worn, used or carried by you during any trip.

#### **Close business associate**

- means any person whose absence from business for one or more complete days at the same time as your absence prevents the proper continuation of that business.

## Close relative

- means mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-inlaw, step parent, step child, step sister, step brother, foster child, legal guardian, domestic partner or fiancé/fiancée.

#### Coronavirus,

- means Covid-19 including any related and/or similar conditions howsoever called, or any mutation of these.

#### Curtailment /Curtail/Curtailed

- means the cutting short of your trip by your early return home or your repatriation to a hospital or nursing home in your home area. Payment will be made on the number of full days of your trip that are lost from the day you are brought home.

#### Doctor

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

#### Epidemic

- means a widespread occurrence of an infectious disease in a community at a particular time.

## Excess

- means the first amount of each claim, per section, for each separate incident payable for each Insured person.

## Excursion

- means a short journey or activity undertaken for leisure purposes.

## Golf equipment

- means golf clubs, golf balls, golf bag, non-motorised golf trolley, golf glove(s) and golf shoes.

## Hijack

- means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance that you are travelling in as a passenger.

## Home

- means your normal place of residence in the United Kingdom.

## Home area

- means for residents of the **United Kingdom** excluding Channel Islands and the Isle of Man, **your home area** means the **United Kingdom** excluding Channel Islands and the Isle of Man. For residents of the Channel Islands and the Isle of Man, **your home area** means either the particular Channel Island on which **you** live or the Isle of Man depending on where **your home** is.

## III/IIIness

- means a condition, disease, set of symptoms or sickness leading to a significant change in your health, as diagnosed and confirmed by a doctor during the period of insurance.

## **Insured person**

See definition of You/Your/Yourself/Insured person.

## International departure point

- means the airport, international rail terminal or port from which you departed from the United Kingdom to your destination, and from where you depart to begin the final part of your journey home at the end of your trip.

#### Irrecoverable costs

- means any costs where you are not entitled to a refund by any other means, and/or costs that are not compensated elsewhere, and/or costs that are already accepted or offered by your transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements.

## Loss of Limb

- means:

- a) in the case of a lower limb, loss by physical severance at or above the ankle or permanent and
- b) total loss of and/or total and irrecoverable loss of use of an entire leg or foot which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.
- c) in the case of an upper limb, loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.

## Loss of sight

- means:

- a) permanent and total loss of sight in both eyes where an insured person's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b) permanent and total **loss of sight**, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at least three feet what an **insured person** should see at sixty feet), which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.

#### Manual work

- means physical work or work involving the use or operation of mechanical or non-mechanical machinery or equipment.

## Medical condition

- means any disease, **illness** or injury, including any psychological conditions.

## Mugging

- means a violent attack on you with a view to theft by person(s) not previously known to you.

## Package

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

- a) transport
- b) accommodation
- c) other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the **package** as more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992.

#### Pandemic

- means an **Epidemic** that has spread across a large region.

## Period of insurance

- means the period of the trip and terminating upon its completion, but not in any case exceeding the period shown in the Certificate of Insurance. Under these policies:

Policy A - your pre-travel policy, will be operative from the time you pay the premium.

Policy B – your travel policy, whichever cover is selected, the insurance starts when you leave your home to start the trip and ends at the time of your return to your home on completion of the trip.

However, any trip that had already begun when you purchased this insurance will not be covered.

The period of insurance is automatically extended for the period of the delay in the event that your return to your home area is unavoidably delayed due to an event insured by this policy.

## Permanent total disablement

- means irrecoverable disablement arising from accidental **bodily injury**, which permanently and totally incapacitates the **insured person** for a continuous period of twelve (12) months from carrying out at least two of the following activities of daily living:

a) Transfer and Mobility - the ability to move from one room to an adjoining room or from one side of a room to another or to get in and out of a bed or chair,

- b) <u>Dressing</u> putting on and taking off all necessary items of clothing,
- c) <u>Toileting</u> getting to and from the toilet, transferring on and off the toilet and associated personal hygiene,
- d) Eating all tasks of getting food into the body once it has been prepared,

and at the expiry of that period being beyond hope of improvement sufficient to carry out at least three of the previously described activities of daily living ever again.

#### Personal money

- means bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards, money cards and credit/debit or pre-pay charge cards all held for private purposes.

## Public transport

- means any publicly licensed aircraft, sea vessel, train, coach or bus on which you are booked or had planned to travel.

#### Repatriation

- means the return of someone named on the policy to their **home**, a hospital, nursing home or funeral director in their **home area** as arranged by tifgroup-assistance, unless otherwise agreed by **us**.

## Schedule of benefits

- means the details of cover as outlined in page 3 of this document.

## Secure baggage area

- means any of the following, as and where appropriate:
- a) The locked dashboard, boot or luggage compartment of a motor vehicle
- b) The locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats
- c) The fixed storage units of a locked motorised or towed caravan
- d) A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

## Ski equipment

- means boardboots, skis (including bindings), ski boots, ski goggles, ski helmet, ski poles, snowboards and snowboard bindings.

#### Sports equipment

- means specialist equipment belonging to you used specifically for a particular sport of leisure pursuit.

#### Terrorism

- means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### **Travelling companion**

- means a person(s) with whom you have booked to travel on the same travel itinerary and without whom your travel plans would be impossible

#### Trip

- means any holiday, business or pleasure **trip** or journey for which you have made a booking such as a flight or accommodation within the geographical areas shown in the Certificate of Insurance which begins and ends in your home area or place of business during the **period of insurance**, and including **one-way trips** as defined.

However, any trip that had already begun when you purchased this insurance will not be covered.

In addition, any trip solely within your home area is only covered where you have pre - booked at least two nights' accommodation in a hotel, motel, holiday camp, holiday park, bed and breakfast, holiday cottage or similar accommodation rented for a fee.

## Unattended

- means left away from your person where you are unable to clearly see and are unable to get hold of your possessions.

#### **United Kingdom**

- means England, Scotland, Wales, Northern Ireland, the Isle of Man, British Forces Posted Overseas and the Channel Islands.

#### Utilisation of Nuclear, Chemical or Biological weapons of mass destruction

- means the use of any explosive nuclear weapon or device; or the emission, discharge, dispersal, release or escape of: fissile material emitting a level of radioactivity, or any pathogenic (disease producing) micro-organism(s) and/ or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

## Valuables

- means jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment (including mobile phones, MP3/4 players, tablets, iPods, Kindles, ebooks, CDs, DVDs, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

## War

- means military action, either between nations or resulting from civil war or revolution.

## We/Us/Our

- for sections A1 to B10 and B12 to B13 of this insurance means Chaucer Insurance Company DAC.

- for section B11 of this insurance means International Passenger Protection Limited who provides the cover that is underwritten by Liberty Mutual Insurance Europe SE.

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

## You/Your/Yourself/Insured person

- means each person travelling on a trip whose name appears in the Certificate of Insurance.

## General conditions applicable to the whole policy

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

If you do not comply we may cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

## 1. Dual insurance

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability we will not pay more than **our** proportional share (not applicable to Section B4 – Personal accident).

## 2. Duty to take reasonable care not to make a misrepresentation

Please take reasonable care to answer all **our** questions honestly and to the best of **your** knowledge. If **you** do not answer **our** questions correctly, **your** policy may be cancelled, or **your** claims rejected or not fully paid.

## 3. Reasonable precautions

At all times you must take all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and take all reasonable steps to safeguard your property from loss or damage and to recover property lost or stolen.

### 4. Irrecoverable costs

This insurance policy will only respond to claims for **irrecoverable costs** once those principally responsible for reimbursing the cost have been exhausted. For example transport and accommodation costs – **You** should, in the first instance, contact **your** tour operator, airline, accommodation provider, credit or debit card providers to source a refund, as in most instances, either as a result of the Package Travel & Linked Arrangement Regulations 2018; EU Transport Regulations; Consumer Credit Act; or Debit card charge backs, a refund is legally due.

## 5. Claims - general

You must pay us back any amounts that we have paid to you which are not covered by the insurance. This could include any overpayments and payments that you are not entitled to, for example, if your claim for lost luggage has been paid but your suitcase is subsequently returned to you by the airline.

## 6. Damaged items

After a claim has been settled, any damaged items that you have sent into Claims Settlement Agencies will become our property.

## 7. Several liability notice

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

## 8. Non-Assignment

This policy may not be assigned or transferred unless agreed by us in writing. Any attempt to assign rights or interests without our written consent is null and void.

## 9. Administration fees

Our current administration fee to amend your policy is £15.00. We will not charge you an administration fee if you wish to cancel your policy.

## **Claims conditions**

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

If you do not comply we may cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment. You must contact us by phone if you want to make a claim using the relevant number given below, depending on the type of claim:

## 1. Transferring of rights

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your name for our benefit against any other party.

## 2. Fraud

You must not act in a fraudulent manner.

If you or anyone acting for you

- a) Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way; or
- b) Make a statement in support of a claim knowing the statement to be false in any way; or
- c) Submit a document in support of a claim knowing the document to be forged or false in any way; or
- d) Make a claim for any loss or damage caused by your wilful act or with your connivance

Then

- a) we will not pay the claim
- b) we will not pay any other claim which has been or will be made under the policy
- c) we may make the policy void from the date of the fraudulent act

- d) we will be entitled to recover from you the amount of any claim already paid under the policy
- e) we will not refund any premium
- f) we may inform the police of the circumstances.

## How to make a claim

## You must register a claim under sections A1 to B10 and B12 to B13 of this insurance, by contacting the following company:

Claims Settlement Agencies 308 – 314 London Road Hadleigh Benfleet Essex SS7 2DD

Tel: 01702 553443 E-mail: <u>info@csal.co.uk</u> To download a claim form please visit www.csal.co.uk

Claims Settlement Agencies are open Monday to Friday between 9am and 5.30pm. A claim form will be sent to you as soon as you tell them about your claim.

The fastest and easiest way to make a claim is online at www.submitaclaim.co.uk/exp

The process should take approximately 10-15 minutes to complete (depending on the type of claim), but before continuing **you** should ensure **you** have **your** Certificate of Insurance, **trip** dates, supporting documentation and details of the incident.

## You must register a claim under Section B11 only by contacting the following company:

Any occurrence, which may give rise to a claim, should be advised as soon as reasonably practicable to the following, by quoting **your** policy number, travel insurance policy name and reference: IPP SAFI V1-21.

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

Telephone: +44 (0)345 266 1872 Email: Insolvency-claims@ipplondon.co.uk To download a claim form please visit <u>www.ipplondon.co.uk/claims.asp</u>

## You must register a claim under Section C only by contacting the following company:

**Davies Group Limited** 

Tel: 0345 0744828 Lines are open between 8:30am and 6:30pm Monday to Friday and 8.30 to 1.00 on Saturdays.

To log your claim online, please visit our portal at https://bastion-davies-group.com

Alternatively, please send an email to: gadgetclaims@davies-group.com

Or write to: Davies Group Limited, Unit 8, Fulwood Business Park, Caxton Road, Preston, PR2 9NZ

#### All Claims

Please note: All claims must be notified as soon as it is reasonably practical after the event that causes you to submit a claim. Late notification of a claim may affect our acceptance of a claim or result in the amount we pay being reduced.

We will ask the claimant to complete a claim form and to provide at their own expense all reasonable and necessary evidence required by us to support a claim. If the information supplied is insufficient, we will identify the further information that is required. If we do not receive the information we need, we may reject the claim. For further details about claims, please refer to the 'General conditions applicable to the whole policy' on page 10 and the 'Claims conditions' on page 10.

To help us prevent fraudulent claims, we store your personal details on computer and we may transfer them to a centralised system. We keep this information in line with the conditions of the Data Protection Act 2018 which incorporates the General Data Protection Regulation (EU)2016/679.

## Medical and other emergencies

This insurance policy is not a private medical insurance policy and does not cover private medical treatment, private hospital costs or other related expenses incurred, unless these have been specifically agreed and authorised by the Medical Emergency Assistance Company as part of a medical emergency covered by this policy.

This policy is only designed to cover **you** for emergency treatment. Emergency treatment means unforeseen and unplanned treatment that is needed for the sudden onset of an acute condition, which for medical reasons and in the opinion of **our** Medical Emergency Assistance Company, cannot be delayed until **you** return to the **United Kingdom**. The decision of the Medical Emergency Assistance Company is final.

An acute condition means: A disease, **illness** or injury that is likely to respond quickly to treatment which aims to return **you** to the state of health **you** were in immediately before suffering the disease, **illness** or injury, or which leads to **your** full recovery.

The Medical Emergency Assistance Company will provide immediate help if **you** are **ill**, injured or die outside the **United Kingdom**. They provide a 24-hour emergency service three hundred and sixty-five (365) days a year. The contact details are as follows:

## Medical Emergency Assistance Company Phone: + 44 (0) 20 3819 7170 E-mail: <u>internationalhealthcare@healix.com</u>

Please have the following information available when you (or someone on your behalf) contact the Medical Emergency Assistance Company so that your case can be dealt with swiftly and efficiently:

- 1. Your name, home address and email;
- 2. Your mobile phone number and contact phone number abroad;
- 3. The hospital and treating **doctor's** details;
- 4. Your policy number shown on your Certificate of Insurance; and
- 5. The name, address and contact phone number of your G.P.

Please quote the scheme name, which is: Explorer Travel Insurance.

Please note: This is not a private medical insurance. If you go into hospital abroad and you are likely to be kept as an in-patient for more than twenty-four (24) hours or if your outpatient treatment is likely to cost more than £500, someone must contact the Medical Emergency Assistance Company for you as soon as reasonably possible. If they do not, we may not provide cover or we may reduce the amount we pay for your in-patient or outpatient treatment.

In the event that **you** require in-patient hospital treatment and/or evacuation /**repatriation**, it is imperative that the Medical Emergency Assistance Company is contacted and authorisation obtained prior to such treatment and/or evacuation/**repatriation** taking place.

Failure to contact the Medical Emergency Assistance Company and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. You should not attempt to find your own solution and then expect full reimbursement from us without prior approval having been obtained from the Medical Emergency Assistance Company.

If you have to return to the United Kingdom under Section B1 – Curtailment charges or Section B2 – Emergency medical and other expenses, the Medical Emergency Assistance Company must authorise this. If they do not, we may not provide cover or we may reduce the amount we pay for your return to the United Kingdom.

All cover ceases If you have to return to the United Kingdom under Section B1 – Curtailment charges or Section B2 – Emergency medical and other expenses, cover cannot be provided to resume your trip, or for further trips if you have a single trip policy.

## **RECIPROCAL HEALTH AGREEMENTS**

## European Health Insurance Card (EHIC)/Global Health Insurance Card (GHIC)

The EHIC allows **you** to access state provided healthcare in all European Economic Area (EEA) countries and Switzerland. **Your** EHIC will be accepted for the remainder of its validity. From 4th January 2021, if **you** do not have a valid EHIC **you** will need to apply for a GHIC but please be aware that the GHIC does not cover Switzerland, Iceland, Liechtenstein or Norway. For more information or to apply for **your** GHIC: online at <u>www.dh.gov.uk/travellers</u> or by telephoning **0845 606 2030**.

Presenting your EHIC/GHIC at a public medical facility will allow you to obtain treatment at a reduced cost and in many cases free of charge, provided you are a UK resident (please note if you reside in the Isle of Man or the Channel Islands you are not eligible for an EHIC/GHIC). You must carry it with you when travelling abroad. Remember to check your EHIC/GHIC is still valid before you travel.

If you are travelling outside the EEA then there are some countries that have reciprocal agreements with the UK and these can be found on: www.gov.uk/guidance/uk-reciprocalhealthcare-agreements-with-non-eu-countries.

## Australia or New Zealand

If you require medical treatment in Australia you must enrol with a local MEDICARE office. You do not need to enrol on arrival but you must do this after the first occasion you receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE Website on www.humanservices.gov.au/medicare\_or by emailing: medicare@humanservices.gov.au.

If you require medical treatment in New Zealand, there are reciprocal agreements, but a person may not enrol with a Primary Health Organisation (PHO). They should get the same health subsidies as a New Zealand citizen visiting a general practitioner as a casual patient, if the **doctor** has decided the condition needs prompt attention. For more information, please go to <u>www.health.govt.nz</u> or email: <u>info@health.govt.nz</u>. Alternatively, please call the Medical Emergency Assistance Company for guidance.

If you are admitted to hospital, contact must be made with the Medical Emergency Assistance Company as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE or a Primary Health Organisation (PHO).

In the event of liability being accepted for a medical expense which has been reduced by the use of either an EHIC/GHIC, MEDICARE in Australia or private health insurance, we will not apply the deduction of the policy excess under Section B2 - Emergency medical and other expenses.

## Important conditions relating to health

This policy does not provide cover for any existing medical conditions that you have at the time of purchase of this policy or have had prior to the purchase of this policy.

Any claim made as a direct or indirect result of a **medical condition** that **you** have at the time of purchase of this policy or have had prior to the purchase of this policy will not be covered. This includes known complications of a **medical condition** and/or side effects of any medications taken to treat any existing **medical condition**.

Should you develop a medical condition after purchase but prior to travel and decide you still wish to travel, please contact Explorer Travel Insurance on 0345 373 0253 at the earliest opportunity.

## What is not covered - applicable to all sections of the policy

These exclusions apply to all sections of this policy; with the exception of Section B11 – Scheduled airline failure. In addition to these general exclusions, please also refer to 'What is not covered' under each policy section and 'Important conditions relating to health' on page 13, as these set out further exclusions which apply to certain sections.

#### We will not cover the following:

- 1. You are not covered under this policy if you are travelling with the purpose of receiving medical treatment abroad.
- 2. Any claims arising as a result of an existing medical condition of a close relative or friend living abroad whom you had planned to stay with, or any known or recognised complication of or caused by the existing medical condition.
- 3. Any claims arising directly or indirectly as a result of any existing medical conditions that you have at the time of purchase of this policy or have had prior to the purchase of this policy. This includes known complications of a medical condition and/or side effects of any medications taken to treat any existing medical condition.
- 4. Any claim relating to an incident which you were aware of at the time you purchased this insurance and which could reasonably be expected to lead to a claim.
- Any claim arising from you acting in a way which goes against the advice of a doctor, or you travelling against the advice of a doctor or where you would have been if you had sought their advice before beginning your trip.
- Any claim if you are on any official government or police database of suspected or actual terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons.
- 7. Any claim arising out of war, hostilities or warlike operations (whether war be declared or not), civil war, invasion, revolution or any similar event.
- Any claim arising from terrorism but this exclusion shall not apply to losses under Section B2 Emergency medical and other expenses, Section B3 State hospital benefit
  and Section B4 Personal accident.
- 9. Any claim arising from civil riots, blockades, strikes or industrial action of any type (except for strikes or industrial action which were not existing or publicly announced by the date you purchased this insurance or at the time of booking any trip).
- 10. Loss or damage to any property, or any loss, expense or liability arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel or the radioactive toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it, or being exposed to the utilisation of nuclear, chemical or biological weapons of mass destruction.
- 11. Any claim if you already have a more specific insurance covering this (for example, if an item you are claiming for under Section B5 Baggage, is a specified item on your household contents insurance policy).
- 12. Any loss that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Air Passenger Rights, ATOL (including Civil Aviation Authority requirements), or ABTA protection, or from your credit card provider under section 75 of the Consumer Credit Act, or any other specific legislation for transport or travel providers.
- 13. Any costs already accepted or offered by your transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements.
- 14. Any costs if you are unable to prove your financial loss.
- 15. Any claim arising as a result of your use of a two-wheeled motor vehicle unless:
  - a) as a passenger you wear a crash helmet and it is reasonable for you to believe that the driver holds a licence to drive the two-wheeled motor vehicle under the laws of the country in which the accident occurs; or
  - b) as a rider you wear a crash helmet, you hold an appropriate UK licence that permits you to drive the capacity of the two-wheeled motor vehicle, and you comply with the licencing laws of the country in which the accident occurs.

There is no cover for off-roading.

- 16. Any claims arising from your use of a quad bike.
- 17. Any claim where you are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
- 18. Any claims arising from any form of motor racing, racing formally or informally against another motorist, use of a vehicle on a race track, rallying, speed trials, hill climbs or timed event of any kind.
- 19. Any claim involving you taking part in any sport or activity unless the policyholder has paid the necessary premium (if applicable) to extend your policy to provide cover for this and it is shown on your Certificate of Insurance. Please see the sports and activities section on pages 15 to 16 of this policy wording for further details.
- 20. Any indirect losses, costs, charges or expenses (meaning losses, costs, charges or expenses which are not listed under the headings 'What is covered' in Sections A1 to B10 and B12 to B13, for example, loss of earnings if you cannot work after you have been injured or the cost of replacement locks if your keys are stolen).
- 21. Any claim arising from a hotel, train operator, coach operator, car hire company, caravan site, campsite, mobile home rental company, camper rental company or Theme Park becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to you.
- 22. Any claim arising where you have travelled to a specific country or to an area where, prior to your trip commencing, the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does not apply where your destination is within EU1 or EU2 (see the 'Geographical Areas' on page 5) and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does not apply where your destination is within EU1 or EU2 (see the 'Geographical Areas' on page 5) and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel solely due to the coronavirus risk.

It is your responsibility to check the latest advice from the FCDO prior to commencing your trip, which you can find at https://www.gov.uk/foreign-travel-advice.

**23.** Any claim arising from **you** being involved in any deliberate, malicious, reckless, illegal or criminal act.

- 24. Any claim involving you taking part in manual labour.
- 25. Any claim relating to winter sports unless the policyholder has paid the necessary premium to extend your policy to provide cover for this for a period of no more than 31 days in total in each period of insurance and it is shown on your Certificate of Insurance. Please see the activities we include as winter sports on page 16 of this policy wording.
- 26. Any claim arising from:
  - a) your suicide or attempted suicide; or
     b) you injuring yourself deliberately or plant
    - you injuring yourself deliberately or putting yourself in danger (unless you are trying to save a human life).
- 27. Your use of drugs.
- 28. Your excessive consumption of alcohol by which we mean where you have drunk so much alcohol that a doctor has stated that your alcohol consumption has caused or actively contributed to your injury or illness, the results of a blood test at the time of injury or illness shows that your blood alcohol level exceeds 0.19% that is approximately 1.5 litres of beer or four 175ml glasses of wine or a witness report of a third party that has advised that you have notably impaired your faculties and/or judgement.
- 29. Your alcohol intake whilst taking any combination of medication or drugs known (or would reasonably be suspected) to cause drowsiness, impaired vision or judgment when combined with alcohol whether such drugs are prescribed or not.
- 30. Any claim which is as a result of you having been diagnosed as suffering from acute alcohol intoxication, alcohol dependency or alcohol withdrawal.
- Any costs which you would have had to or would have chosen to pay had the reason for the claim not occurred (for example, the cost of food that you would have paid for in any case).
- 32. Any claim arising as a result of you failing to get the inoculations and vaccinations that you need in relation to your trip.
- 33. Any loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - i. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
  - ii. any computer virus;
  - iii. any computer related hoax relating to i and/or ii above.
- 34. Any claim arising from a cruise.
- 35. Flying (other than as a passenger in a fully licensed aircraft).
- 36. We shall not provide any cover, pay any claim, or provide any benefit to the extent that this cover, payment of a claim or 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 the United States of America.
- 37. Anything shown as not covered in the 'Important Conditions relating to Health' on page 13.
- 38. Any claim directly or indirectly related to the fear or threat of a pandemic and/or epidemic, including but not limited to Coronavirus.
- 39. Any claim directly or indirectly related to a pandemic and/or epidemic, including but not limited to Coronavirus.

However, this general exclusion shall not apply to Section A1 – Cancellation charges, Section B1 – Curtailment charges, Section B2 – Emergency medical and other expenses and Section B11 – Scheduled airline failure; provided that **you** have received the recommended number of doses of an approved **Coronavirus** vaccine 14 days prior to **your trip** commencing. This vaccination requirement shall not apply where **you** were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown in **your** medical records. **You** should also refer to general exclusion 22.

In the event of a conflict between these general exclusions and any other term in your policy terms and conditions, these general exclusions take precedence.

## Sports and activities covered

The following lists detail the sports and activities that this policy will cover when **you** are participating on a <u>recreational, incidental and amateur basis</u> during any **trip**. Any involvement in these sports and/or activities is subject to **your** compliance with local laws and regulations and the use of recommended safety equipment (such as helmet, harness, knee and/or elbow pads). Details of those sports and activities which **you** have purchased cover for will be added to **your** Certificate of Insurance.

## Activity pack 1 - covered as standard

## Section B4 – Personal accident benefit – excluded if marked with\* Section B7 – Personal liability benefit – excluded if marked with +

Archery	Pony trekking (riding hat must be worn)
Badminton	Racquetball
Baseball	Rambling/Hiking/Trekking under 2,000m
Basketball	Roller Blading /Inline Skating / Skate boarding (no racing, no competitions)
Beach Games	Rounders
Bungee Jumping (Max 2 jumps. Organised and under qualified supervision)	Rowing
Canoeing / Kayaking (Flat water or River up to Grade 2) * +	Running, Sprint / Long Distance
Clay Pigeon Shooting * +	Safari (Organised tours only, pre-booked within the UK/Ireland)
Cricket * +	Sail Boarding
Cycling (excluding racing, BMX, mountain biking and touring. Max 14 days,	Sailing/Yachting within territorial waters (no racing or crewing) * +
no competitions)	Scuba Diving down to 30 metres (provided not in excess of <b>your</b> PADI dive level.
Dinghy Sailing	Excludes solo dives. Cannot dive within 24 hours of departure)
Fell Walking* +	Snorkelling
Fishing	Squash
Football	Surfing (max 14 days, no competitions)
Golf	Tennis
Horse Riding (no competitions, Polo, Hunting, Racing, Jumping. Riding hat must	Tour Operator Safari
be worn)	Treetop Walkways
Hot Air Ballooning (Booked in UK prior to departure)	Track Events
Jet Boating (no competitions) *+	Triathlon
Jet Sking * + (no competitions)	Volleyball
Jogging	Wake boarding +
Marathon Running	War Games
Motorcycling up to 125cc (Subject to holding appropriate licence & wearing helmet,	Water Polo
no off road)	Water Sking
Netball	White/Black Water Rafting (Grades 1-3 under qualified supervision)
Orienteering	Windsurfing
Paintballing * +	Working abroad (non manual labour)
Parascending (Europe only, over water)	Yoga
Parascending (Europe only, over water)	Yoga

## Activity pack 2 - covered with an additional charge

## Activity pack 3 - covered with an additional charge

Medical excess increased to £250	Medical excess increased to £400
Section B4 – Personal accident benefit – reduced by 50%	Section B4 – Personal accident benefit – reduced by 50% (excluded if marked with*)
Section B7 – Personal liability benefit – excluded	Section B7 – Personal liability benefit – excluded
Boxing training (no contact) Bungee jump (up to 3 additional, organised and under qualified supervision) Camel/Elephant riding/trekking (with competent supervision) Fencing Flying as a passenger (in a licenced passenger carrying aircraft) Go-karting (helmet must be worn) Hockey Hot air ballooning (non incidental) Jet skiing (non incidental) Martial arts (training only, no contact) Motorcycling 125cc to 250cc (Subject to holding appropriate licence & wearing Helmet, no off road) Mountain biking (excluding downhill mountain biking) Parascending (Europe only, over water, non incidental to <b>trip</b> ) Rambling/hiking/trekking between 2,001 and 4,000m (without ropes and/or picks) Safari (non-UK organised, organised tours only) Scuba diving (non incidental down to maximum of 40m, not exceeding <b>your</b> PADI dive level) Sea canoeing/Kayaking (under qualified supervision) Sea fishing (non incidental, no competitions) Water-skiing/Windsurfing/Snorkelling (amateur, non incidental)	Abseiling American football Parachuting (Europe only, with qualified supervision) Parascending overland (Europe only, with qualified supervision) Rugby Sailing/yachting – outside territorial waters if qualified or accompanied by a qualified person (no racing) * Sand yachting Sky diving (Europe only, up to 2 jumps maximum)* Snowmobiling Tandem Skydive (Europe only, up to 2 jumps maximum)* White/Black water rafting (grade 4 to 6 under qualified supervision) Zip wiring/zip trekking (with competent supervision)

## Medical excess increased to £400 Section B4 – Personal accident benefit – excluded Section B7 – Personal liability benefit – excluded

Activity pack 5 (winter sports) - covered with an additional charge

Section B7 – Personal liability benefit – excluded if marked with \* \*\* A piste is a recognised and marked ski run within the resort boundaries.

You will be covered when participating on a non-competitive basis only.

Cover for activities within Activity pack 5 (winter sports) is restricted to 31 days in total within the period of insurance.

Canyoning

High diving (amateur, up to 5m height, indoor and outdoor swimming pools only. Excluding cliff diving) Horse jumping (No polo, or hunting. Riding hat must be worn) Kite surfing Parasailing (with qualified supervision) Rock climbing (under 2,000m either as a qualified person or with qualified supervision) Rock scrambling (under 4,000m) Trekking – Inca trail (as part of an organised tour) Trekking – Kilimanjaro (as part of an organised tour) Airboarding Big foot skiing Blade skating Cross-country skiing Dry slope skiing Glacier skiing/walking Husky dog sledding (organised and with experienced local driver) \*Ice go karting (within organiser's guidelines) Ice skating \*Ice windsurfing Kick sledging Ski – blading Ski boarding Ski run walking Skiing on piste\*\* Skiing alpine

Skiing – mono Skiing - off piste with a guide\*\* Sledging/tobogganing on snow \*Sledging/sleigh riding as a passenger (pulled by horse or reindeer) Snow blading Snow boarding on piste\*\* Snow boarding - off piste with a guide\* Snow carving (using non powered hand tools only and not working above 3 Metres from the ground) Snow shoe walking Snow tubina Snow mobiling as a passenger (organised and with Experienced local driver) Winter walking (using crampons and ice picks only)

## Section A1 – Cancellation charges

## What is covered

We will pay **you** up to the amount shown in the **Schedule of benefits** for **your** proportion only of any irrecoverable unused travel and accommodation costs and other pre-paid charges (including **excursions** up to £250) which **you** have paid or are contracted to pay, together with **your** proportion only of any reasonable additional travel expenses incurred if cancellation of the **trip** is necessary and unavoidable and due to:

- 1.
- a) Your death,
- b) You suffering accidental bodily injury,
- c) Your illness,
- d) You contracting a disease,
- e) You testing positive for Coronavirus within 14 days of your trip departure date,
- f) You being admitted to hospital due to testing positive for Coronavirus since you purchased your policy,
- g) You suffering complications of pregnancy.
- 2. The death, **accidental bodily injury**, **illness**, disease, or complications arising as a direct result of pregnancy of:
  - a) any person who you are travelling or have arranged to travel with
  - b) any person who you have arranged to stay with
  - c) your close relative
  - d) your close business associate.

Please note: there is no cover if this is related to a **pandemic** and/or **epidemic**, including but not limited to **Coronavirus**.

- 3. You or any person who you are travelling or have arranged to travel with being called as a witness at a Court of Law or for jury service attendance.
- 4. Redundancy of you or any person who you are travelling or have arranged to travel with (which qualifies for payment under current United Kingdom redundancy payment legislation, and at the time of booking the trip there was no reason to believe anyone would be made redundant).
- 5. You or any person who you are travelling or have arranged to travel with, are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have your/their authorised leave cancelled or are called up for operational reasons, provided that the cancellation could not reasonably have been expected at the time when you purchased this insurance or at the time of booking any trip.

Please note: there is no cover if this is related to a **pandemic** and/or **epidemic**, including but not limited to **Coronavirus**.

 The Police or other authorities requesting you to stay at your home due to serious damage to your home caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.

## Special conditions relating to claims

- There is no cover under this policy for cancellation, abandonment or curtailment claims if the Foreign, Commonwealth & Development Office (FCDO) advises you against all (or all but essential) travel. This exclusion does <u>not</u> apply where your destination is within EU1 or EU2 (see the 'Geographical Areas' on page 5) and where the Foreign, Commonwealth & Development Office (FCDO) advises you against all (or all but essential) travel solely due to the Coronavirus risk.
- 2. If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
- If you cancel the trip due to you testing positive for Coronavirus within 14 days of your trip departure date, you must provide (at your own expense) a positive official test result confirming your diagnosis of Coronavirus within 14 days of your trip departure date.
- 4. If you cancel the trip due to you being admitted to hospital due to testing positive for Coronavirus since you purchased your policy, you must provide

(at **your** own expense) evidence that **you** were admitted to hospital due to testing positive for **Coronavirus** since **you** purchased **your** policy.

5. If you cancel the trip due to any medical condition, accidental bodily injury, illness, disease or complications arising as a direct result of pregnancy, you must provide (at your own expense) a medical certificate from a doctor stating that this necessarily and reasonably prevented you from travelling. We need the medical certificate completed as soon as you find out it is necessary to cancel the trip, as any delay in seeing a doctor could mean that your symptoms are no longer present. If you cannot get an immediate appointment, please make one for as early as possible and keep all details of this to help substantiate your claim.

## What is not covered

- 1. The excess as shown in the Schedule of benefits, unless you have purchased the excess waiver and this is shown on your Certificate of Insurance.
- 2. Any claims arising directly or indirectly from Coronavirus:
  - a) for cancellation of your trip, if you do not have an official positive test result confirming your diagnosis within 14 days of your trip departure date or you do not have evidence of your admittance to hospital due to testing positive for Coronavirus since you purchased your policy;
  - b) if you are advised to quarantine or you choose to self-isolate due to a person you have come into contact with having Coronavirus;
  - c) if a medical professional advises you not to travel as you have underlying health conditions that place you 'at a higher risk' from Coronavirus;
  - d) as a result of local government restrictions or directives prohibiting or restricting entry (for example, self-isolation, quarantine or lockdown measures) to your intended destination or on your return home.
- 3. The cost of Air Passenger Duty (APD) and credit or debit cards fees whether irrecoverable or not.
- 4. Any claims arising directly or indirectly from:
  - a) your misconduct or misconduct by any person who you are travelling with or have arranged to travel with leading to dismissal, your/their resignation, voluntary redundancy, you/their entering into a compromise agreement, or where you/they had received a warning or notification of redundancy before you purchased this insurance or at the time of booking any trip.
  - circumstances known to you before you purchased this insurance or at the time of booking any trip which could reasonably have been expected to lead to cancellation or curtailment of the trip.
  - c) a medical condition that a close relative or a close business associate has at the time of purchase of this policy or has had prior to the purchase of this policy or any recognised complication caused by the existing medical condition.
  - d) your fear of an epidemic, pandemic, infection or allergic reaction.
  - e) **your** disinclination to travel or any circumstance not listed within Section A1 cancellation charges.
  - f) your carrier's refusal to allow you to travel for whatever reason.
  - g) the cancellation of **your trip** by the Tour Operator.
  - h) you being unable to travel due to your failure to obtain the passport, visa or other required documentation that you need for the trip.
- Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
- Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme. In addition, any property maintenance costs, fees or charges incurred by you, as part of your involvement in such schemes is not covered.
- 7. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

You should also refer to the 'Important conditions relating to health'.

## Claims evidence

We will require (at your own expense) the following evidence where relevant:

- A medical certificate from the treating doctor explaining why it was necessary for you to cancel the trip.
- In the case of Coronavirus causing cancellation of the trip, a positive official test result confirming your diagnosis of Coronavirus within 14 days of your trip departure date or evidence that you were admitted to hospital due to testing positive for Coronavirus since you purchased your policy.
- In the case of death causing cancellation of the trip, a copy of the death certificate.
- Booking confirmation together with a cancellation invoice from your travel agent, tour operator or provider of transport/accommodation.
- Your unused travel tickets.
- Receipts or bills for any costs, charges or expenses claimed for.
- In the case of jury service or witness attendance, the court summons.
- The letter of redundancy for redundancy claims.
- A letter from the commanding officer concerned, confirming cancellation of authorised leave or call up for operational reasons.
- In the case of serious damage to your home a report from the Police or relevant authority.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

To make a claim under this section please call 01702 553443

## Section B1 – Curtailment charges (If you have to come home early)

## What is covered

We will pay you up to the amount shown in the Schedule of benefits for your proportion only of any irrecoverable unused travel and accommodation costs and other pre-paid charges (including excursions up to £250) which you have paid or are contracted to pay, together with your proportion only of any reasonable additional travel expenses incurred if the trip is curtailed (you having to return home early) before completion as a result of any of the following events:

- 1.
  - a) Your death,
  - b) You suffering accidental bodily injury,
  - c) Your illness,
  - d) You contracting a disease,
  - e) You testing positive for Coronavirus,
  - f) You suffering complications of pregnancy.
- 2. The death, **accidental bodily injury**, **illness**, disease, or complications arising as a direct result of pregnancy of:
  - a) any person who you are travelling or have arranged to travel with
  - b) any person who you have arranged to stay with
  - c) your close relative
  - d) your close business associate.

Please note: there is no cover if this is related to a **pandemic** and/or **epidemic**, including but not limited to **Coronavirus**.

- 3. You or any person who you are travelling or have arranged to travel with being called as a witness at a Court of Law or for jury service attendance.
- 4. You or any person who you are travelling or have arranged to travel with, are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have your/their authorised leave cancelled or are called up for operational reasons, provided that the curtailment could not reasonably have been expected at the time when you purchased this insurance or at the time of booking any trip.

Please note: there is no cover if this is related to a **pandemic** and/or **epidemic**, including but not limited to **Coronavirus**.

 The Police or other authorities requesting you to return to your home due to serious damage to your home caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.

## Special conditions relating to claims

1. There is no cover under this policy for cancellation, abandonment or curtailment claims if the Foreign, Commonwealth & Development Office (FCDO) advises you against all (or all but essential) travel. This exclusion does <u>not</u> apply where **your** destination is within EU1 or EU2 (see the 'Geographical Areas' on page 5) and where the Foreign, Commonwealth & Development Office (FCDO) advises **you** against all (or all but essential) travel solely due to the **Coronavirus** risk.

 You must get (at your own expense) a medical certificate from a doctor and the prior approval of the Medical Emergency Assistance Company to confirm the necessity to return home, prior to curtailment of the trip due to death, accidental bodily injury, illness, disease or complications arising as a direct result of pregnancy.

## What is not covered

- The excess as shown in the Schedule of benefits, unless you have purchased the excess waiver and this is shown on your Certificate of Insurance.
- 2. Any claims arising directly or indirectly from Coronavirus:
  - a) for curtailing your trip, if you do not have an official positive test result confirming your diagnosis, unless agreed by the Medical Emergency Assistance Company;
  - b) if you are advised to quarantine or you choose to self-isolate due to a person you have come into contact with having Coronavirus;
  - c) where you have travelled to a specific country or to an area where, prior to your trip commencing, the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does not apply where your destination is within EU1 or EU2 (see the 'Geographical Areas' on page 5) and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel solely due to the coronavirus risk.
  - d) as a result of local government restrictions or directives prohibiting or restricting entry (for example, self-isolation, quarantine or lockdown measures) to **your** intended destination or on **your** return **home**.
  - e) for costs of Coronavirus testing unless you are admitted to hospital as an in-patient as a result of an accident or illness that is covered under section B2 – Emergency medical & other expenses.
- 3. The cost of your unused original tickets where the Medical Emergency Assistance Company or we have arranged and paid for you to come home following curtailment of the trip. If however you have not purchased a return ticket, we reserve the right to deduct the cost of an economy flight from any additional costs we have incurred which are medically necessary to repatriate you to your home.
- 4. Any **curtailment** travel costs that are not to the same standard as **your** original return tickets.
- The cost of Air Passenger Duty (APD) and credit or debit cards fees, whether irrecoverable or not.
- 6. Any claims arising directly or indirectly from:
  - Circumstances known to you before you purchased this insurance or at the time of booking any trip which could reasonably have been expected to lead to curtailment of the trip.
  - b) a medical condition that a close relative or a close business associate has at the time of purchase of this policy or has had prior to the purchase of this policy or any recognised complication caused by the existing medical condition.
- Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
- Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme. In addition any property maintenance costs, fees or charges incurred by you, as part of your involvement in such schemes is not covered.
- 9. Any resumption of **your trip** once it has been **curtailed**. There is no further cover once **you** have returned to **your home area**.
- 10. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

You should also refer to the 'Important conditions relating to health'.

## Claims evidence

We will require (at your own expense) the following evidence where relevant:

- A medical certificate from the treating doctor explaining why it was necessary for you to curtail the trip.
- In the case of death causing curtailment of the trip, a copy of the death certificate.
- In the case of Coronavirus causing curtailment of the trip, an official positive test result confirming your diagnosis, unless agreed by the Medical Emergency Assistance Company.
- Written details from your travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the trip.
   Your unused travel tickets.
- Receipts or bills for any costs, charges or expenses claimed for.
- In the case of jury service or witness attendance, the court summons.
- A letter from the commanding officer concerned, confirming cancellation of authorised leave or call up for operational reasons.
- In the case of serious damage to your home a report from the Police or relevant authority.
- Any other relevant information relating to your claim under this section that we may ask you for.

To make a claim under this section please call +44 (0) 20 3819 7170

## Section B2 – Emergency medical and other expenses

Be Aware: This is a travel insurance policy and not private medical insurance. This means there is no cover for any medical expenses incurred in private medical facilities if we have confirmed that medically capable public facilities are available. Whilst the actual medical care you receive is in the hands of the local doctors treating you, we can obtain the medical information we need from them to establish what is wrong, as well as their treatment and discharge plans. We can support you in the event you are admitted to a facility that may not be suitable for your clinical needs or where there are concerns over practice. We will then advise on, and can put in place, suitable repatriation plans to get you home as soon as it is medically safe to do so. We will liaise with the treating doctor to get a fit to fly certificate when needed, and with aero-medical experts who will advise on both the timing and method of repatriation that is best suited to your individual needs and recovery.

If **you** are admitted into hospital as an in-patient for more than twenty-four (24) hours someone must contact the Medical Emergency Assistance Company on **your** behalf as soon as reasonably possible – Please see the Medical and other emergencies section on page 12.

## What is covered

We will pay you up to the limit shown in the Schedule of benefits for the following *necessary* expenses that are payable within six months of the event that causes the claim that results from your death, accidental bodily injury or illness (including with symptoms of or testing positive for Coronavirus):

- Customary and reasonable fees or charges, for necessary and emergency treatment, to be paid outside your home area for medical, surgical, hospital, nursing home or nursing services.
- Emergency dental treatment for the immediate relief of pain (to natural teeth only) incurred outside of your home area.
- 3. Costs of telephone calls:
  - to the Medical Emergency Assistance Company notifying and dealing with the problem for which you are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers you telephoned
  - b) incurred by you when you receive calls on your mobile phone from the Medical Emergency Assistance Company for which you are able to provide receipts or other reasonable evidence to show the cost of the calls.
- 4. The cost of taxi fares for your travel to or from hospital relating to your admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for you by the hospital.
- 5. If you die:

- a) outside your home area the cost of funeral expenses abroad up to the amount shown in the Schedule of benefits plus the reasonable cost of returning your ashes to your home, or the additional costs of returning your body to your home
- b) within your home area the reasonable additional cost of returning your ashes or body to your home.
- Reasonable additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking (self catering or room only), if it is medically necessary for **you** to stay beyond **your** scheduled return date.

This includes, with the prior authorisation of the Medical Emergency Assistance Company, reasonable additional transport and/or accommodation expenses for a **travelling companion**, friend or **close relative** to stay with **you** or travel to **you** from the **United Kingdom** or escort **you**. Also additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.

A maximum amount of  $\pounds$ 2,000 per **insured person** applies if **you** have to extend **your trip** because **you** have tested positive for **Coronavirus**.

7. With the prior authorisation of the Medical Emergency Assistance Company, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Medical Emergency Assistance Company agree otherwise.

## Special conditions relating to claims

- You must tell the Medical Emergency Assistance Company as soon as possible of any accidental bodily injury, illness or disease which necessitates your admittance to hospital as an in-patient or before any arrangements are made for your repatriation.
- 2. If you suffer accidental bodily injury, illness or disease we reserve the right to move you from one hospital to another and/or arrange for your repatriation to the United Kingdom at any time during the trip. We will do this, if in the opinion of the Medical Emergency Assistance Company or us (based on information provided by the doctor in attendance), you can be moved safely and / or travel safely to your home area or a suitable hospital nearby to continue treatment.
- 3. The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until your return to your home area. Our decisions regarding the treatment or surgery that we will pay for (including repatriation to your home area) will be based on this. If you do not accept our decisions and do not want to be repatriated, then we will cancel all cover under your policy and refuse to deal with claims for any further treatment and/or your repatriation to your home area.

## What is not covered

- The excess as shown in the Schedule of benefits, unless you have purchased the excess waiver and this is shown on your Certificate of Insurance.
- 2. Private medical treatment, unless in agreement with the Medical Emergency Assistance Company and there are no adequate state facilities available.
- Normal pregnancy, without any accompanying accidental bodily injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
- Any costs of Coronavirus testing, unless you are admitted to hospital as an in-patient as a result of an accident or illness that is covered under section B2 – Emergency medical and other expenses.
- Any claim if you are advised to quarantine or you choose to self-isolate due to a person you have come into contact with having Coronavirus.
- 6. Medical costs in excess of customary and reasonable levels of charging.
- 7. The cost of your unused original tickets where the Medical Emergency Assistance Company or we have arranged and paid for you to return to your home, if you cannot use the return ticket. If however you have not purchased a return ticket, we reserve the right to deduct the cost of an economy flight

from any additional costs  $\boldsymbol{we}$  have incurred which are medically necessary to repatriate  $\boldsymbol{you}$  to  $\boldsymbol{your}$  home.

- 8. Any claim where:
  - a) the risk associated with bringing you home is greater than the risk of you remaining in resort, or
  - b) your return home would present unnecessary risk to other travellers.
- 9. Any claims arising directly or indirectly for:
  - a) The cost of treatment or surgery, including exploratory tests, which are not related to the **accidental bodily injury** or **illness** which necessitated **your** admittance into hospital.
  - Any expenses which are not usual, reasonable or customary to treat your accidental bodily injury, illness or disease.
  - c) Any form of treatment or surgery which in the opinion of the Medical Emergency Assistance Company or us (based on information provided by the doctor in attendance), can be delayed reasonably until your return to your home area.
  - d) Expenses incurred in obtaining or replacing medication, which you know you will need at the time of departure or which will have to be continued outside of your home area. Where possible and with the agreement of your doctor, you should always travel with plenty of extra medication in case of travel delays.
  - e) Additional costs arising from single or private room accommodation.
  - f) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the Medical Emergency Assistance Company.
  - g) Any costs incurred by you to visit another person in hospital.
  - h) Any expenses incurred after you have returned to your home area.
  - i) Any expenses incurred in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands which are:
    - i. for private treatment, or
    - ii. Coronavirus testing, or
    - iii. are funded by, or are recoverable from the Health Authority in **your** home area, or
    - iv. are funded by a reciprocal health agreement (RHA) between these countries and/or islands.
  - Expenses incurred as a result of a tropical disease where you have not had the NHS recommended inoculations and/or taken the NHS recommended medication.
  - k) Any expenses incurred after the date on which we exercise our rights under this section to move you from one hospital to another and/or arrange for your repatriation but you decide not to be moved or repatriated.
- Any additional flight costs that are not to the same standard as your original return tickets, unless medically necessary and agreed with the Medical Emergency Assistance Company.
- 11. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

You should also refer to the 'Important conditions relating to health.'

## **Claims evidence**

We will require (at your own expense) the following evidence where relevant:

- Receipts or bills for all in-patient/out-patient treatment or emergency dental treatment received.
- In the event of death, a copy of the death certificate and receipts or bills for funeral, cremation or **repatriation** expenses.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details
  of the date, name and location of the hospital concerned.

- Receipts or bills or proof of purchase for any other transport, accommodation or other costs, charges or expenses claimed for, including calls to the Medical Emergency Assistance Company.
- Any other relevant information relating to your claim under this section that we may ask you for.

## To make a claim under this section please call:

For medical assistance and/or repatriation claims +44 (0) 20 3819 7170 or for other claims 01702 553443

## Section B3 – State hospital benefit

## What is covered

We will pay you up to the limit shown in the Schedule of benefits for every complete 24 hours you have to stay in a state hospital abroad as an in-patient or are confined to your accommodation on the orders of a doctor outside your home area as a result of accidental bodily injury, illness or disease you sustain.

Please note: there is no cover if this is related to a **pandemic** and/or **epidemic**, including but not limited to **Coronavirus**.

We will pay the amount above in addition to any amount payable under Section B2 – Emergency medical and other expenses. *This payment is meant to help* you pay for additional expenses such as taxi fares and phone calls incurred by your visitors during your stay in hospital.

## Special conditions relating to claims

 You must tell the Medical Emergency Assistance Company as soon as possible of any accidental bodily injury, illness or disease which necessitates your admittance to hospital as an in-patient or confinement to your accommodation on the orders of a doctor.

## What is not covered

- 1. Any claims arising directly or indirectly from:
  - a) Any additional period of hospitalisation or confinement to **your** accommodation:
    - relating to treatment or surgery, including exploratory tests, which are not directly related to the accidental bodily injury, illness or disease which necessitated your admittance into hospital.
    - relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
    - iii) following **your** decision not to be repatriated after the date, when in the opinion of the Medical Emergency Assistance Company it is safe to do so.
  - b) Hospitalisation or confinement to your accommodation:
    - relating to any form of treatment or surgery which in the opinion of the Medical Emergency Assistance Company (based on information provided by the **doctor** in attendance), can be delayed reasonably until **your** return to **your home area**.
    - ii) as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or taken the NHS recommended medication.
    - iii) occurring in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands and relating to either private treatment or tests, surgery or other treatment, the costs of which are funded by a reciprocal health agreement (RHA) between these countries and/or islands, or funded by or recoverable from the Health Authority in **your home area**.
- 2. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

## **Claims evidence**

- We will require (at your own expense) the following evidence where relevant:
- Confirmation in writing from the hospital, relevant authority or the treating doctor of the dates when you were admitted and subsequently discharged from hospital or confinement to your accommodation.
- Any other relevant information relating to your claim under this section that we
  may ask you for.

To make a claim under this section please call 01702 553443

## Section B4 – Personal accident

## What is covered

We will pay one of the benefits as shown in the **Schedule of benefits** if **you** sustain **accidental bodily injury** whilst on **your trip** which shall solely and independently of any other cause, result within two years in **your** death, **loss of limb**, **loss of sight** or **permanent total disablement**.

## Special conditions relating to claims

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

## Provisions

- 1. Benefit is not payable to you:
  - a) Under more than one of the items shown in the **Schedule of benefits** under this section.
  - b) Under permanent total disablement until 24 continuous calendar months after the date you sustain accidental bodily injury.
  - c) If you were already disabled before the accidental bodily injury occurred or already has a condition which is gradually getting worse, we may reduce our payment. Any reduced payment will be based on our medical assessment of the difference between:
    - i. the disability after the accidental bodily injury; and
    - ii. the extent to which the disability is affected by the disability or condition before the **accidental bodily injury** occurred.
- 2. The death benefit will be paid to the deceased insured person's estate.

## What is not covered

1. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

## **Claims evidence**

- We will require (at your own expense) the following evidence where relevant:
- In the event of death, the original death certificate.
- A medical certificate or report in relation to claims for loss of limb, loss of sight or permanent total disablement.
- Any other relevant information relating to your claim under this section that we may ask you for.

To make a claim under this section please call 01702 553443

## Section B5 – Baggage

## What is covered

1. We will pay you up to the amount as shown in the Schedule of benefits for the accidental loss of, theft of or damage to baggage. The amount payable in the event of a total loss, will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or we may replace, reinstate or repair the lost or damaged baggage.

The maximum we will pay you for the following items is:

- a) for any one article, pair or set of articles is as shown in the **Schedule of benefits**.
- b) for the total for all valuables is as shown in the Schedule of benefits.
- 2. We will also pay you up to the amount as shown in the Schedule of benefits for the emergency replacement of clothing, medication and toiletries if your baggage is temporarily lost in transit during the outward journey and not returned to you within 24 hours, as long as we receive written confirmation from the carrier, confirming the number of hours the baggage was delayed.

If the loss is permanent  $\pmb{we}$  will deduct the amount paid from the final amount to be paid under this section.

## Special conditions relating to claims

- You must report to the local Police in the country where the incident occurred within 24 hours of discovery, or as soon as possible after that and get (at your own expense) a written report of the loss, theft or attempted theft of all baggage.
- If **baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
- 3. If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must:
  - a) get a Property Irregularity Report from the airline.
  - b) give written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) keep all travel tickets and tags for submission if **you** are going to make a claim under this policy.
- You must provide (at your own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help you to substantiate your claim.

## What is not covered

- The excess as shown in the Schedule of benefits, unless you have purchased the excess waiver and this is shown on your Certificate of Insurance (except claims under subsection 2 of 'What is covered').
- Loss, theft of or damage to valuables left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
- 3. Loss, theft of or damage to **baggage** contained in an **unattended** vehicle:
  - a) overnight between 9 pm and 9 am (local time) or
  - b) at any time between 9 am and 9 pm (local time) unless:
    - i) it is locked out of sight in a secure baggage area and
    - forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of such entry is available.
- 4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
- 5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, motor accessories, documents of any kind, bonds, securities, perishable goods (such as foodstuffs), bicycles, **ski equipment**, **golf equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- 6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or an accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
- 7. Loss or damage due to breakage of **sports equipment** or damage to sports clothing whilst in use.
- 8. Loss, theft of or damage to business equipment, business goods, samples, tools of trade and other items used in connection with **your** business, trade, profession or occupation.
- Loss, theft of or damage to your gadget or gadget accessories if section C is operative under your policy.
- Loss or damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.

- 11. Loss or theft of car keys, duty free items such as tobacco products, alcohol and perfumes.
- 12. Any claim evidenced by any other report not specified in this section, unless otherwise agreed by **us**.
- 13. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

## Claims evidence

We will require (at your own expense) the following evidence where relevant:

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- An original receipt, proof of ownership or valuations for items lost, stolen or damaged and for all items of clothing, medication and toiletries replaced if your baggage is temporarily lost in transit for more than 24 hours.
- A letter from the carrier confirming the number of hours your baggage was delayed for.
- Repair report where applicable.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

## To make a claim under this section please call 01702 553443

## Section B6 – Personal money, passport and travel documents

## What is covered

We will pay you up to the amount as shown in the Schedule of benefits for the accidental loss of, theft of or damage to personal money and documents (including the unused portion of passports, visas and driving licences). We will also cover foreign currency during the 72 hours immediately before your departure on the outward journey.

The maximum we will pay for the following items is:

- a) for bank notes, currency notes and coins is as shown under the cash limit in the Schedule of benefits.
- b) for all other personal money and documents (including the cost of the emergency replacement or temporary passport or visa) is as shown under the Schedule of benefits.

## Special conditions relating to claims

- You must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at your own expense) a written report of the loss, theft or attempted theft of all personal money, passports or documents.
- 2. If **personal money** or passports are lost, stolen or damaged while in the care of a hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation. Keep all travel tickets and tags for submission if a claim is to be made under this policy.
- If documents are lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or your accommodation provider you must report details of the loss, theft or damage to them in writing and get (at your own expense) written confirmation.
- 4. If documents are lost, stolen or damaged whilst in the care of an airline **you** must:
  - a) give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).
  - b) keep all travel tickets and tags for submission to **us** if **you** are going to make a claim under this policy.

5. **You** must provide (at **your** own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help **you** to substantiate **your** claim.

## What is not covered

- 1. The excess as shown in the Schedule of benefits, unless you have purchased the excess waiver and this is shown on your Certificate of Insurance.
- Loss, theft of or damage to personal money or your passport or visa if left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
- 3. Loss, theft of or damage to travellers' cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service.
- 4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
- 5. Loss or damage due to depreciation (loss in value), variations in exchange rates or shortages due to error or omission.
- Travel, event or entertainment tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
- 7. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

#### **Claims evidence**

We will require (at your own expense) the following evidence where relevant:

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A letter from your tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Original receipts, proof of ownership or valuations for items lost, stolen or damaged.
- Receipts or bills or proof of purchase for any transport and accommodation
   expenses claimed for.
- Receipt for all currency and travellers cheques transactions.
- Any other relevant information relating to your claim under this section that we may ask you for.

## To make a claim under this section please call 01702 553443

## Section B7 - Personal liability

## What is covered

We will pay you up to the amount as shown in the Schedule of benefits (including legal costs and expenses) against any amount you become legally liable to pay as compensation for any event occurring during the period of this insurance that you are legally liable to pay that relates to an incident caused directly or indirectly by you and that results in:

- 1. Accidental bodily injury to any person, who is not your close relative, friend or travelling companion.
- Loss of, or damage to, property that does not belong to you or any member of your family, friend, close relative or travelling companion and is neither under the charge or control of you, any member of your family, a friend, close relative or travelling companion.
- Loss of, or damage to, trip accommodation which does not belong to you or any member of your family, a friend, close relative or travelling companion.

## Special conditions relating to claims

- 1. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
- 2. We will be entitled to subrogate against the responsible party and take proceedings in your name but at our expense to recover for our benefit the amount of any payment made under the policy.

## What is not covered

- 1. The excess as shown in the Schedule of benefits, unless you have purchased the excess waiver and this is shown on your Certificate of Insurance.
- Any liability for loss of or damage to property or accidental bodily injury of any person:
  - a) where an indemnity is provided under any other insurance.
  - b) that is suffered by anyone who is under a contract of service with you, acting as a carer, whether paid or not, or any member of your family or travelling companion and is caused by the work you or any member of your family or travelling companion employ them to do.
  - c) that is caused by any deliberate act or omission by you, including transmission of disease or illness.
  - that is caused by your own employment, profession or business or any member of your family.
  - that is caused by your ownership, care, custody or control of any animal.
  - f) that falls on **you** by agreement and would not have done if such agreement did not exist.
  - g) any liability for accidental bodily injury suffered by you or any member of your family, a friend or a travelling companion.
- 3. Compensation or any other costs caused by accidents involving **your** ownership, possession or control of any:
  - a) land or building or their use either by or on **your** behalf other than **your** temporary **trip** accommodation.
  - b) mechanically propelled vehicles and any trailers attached to them.
  - c) aircraft, motorised skis, motorised waterborne craft or sailing vessel.
  - d) firearms or incendiary devices.
- 4. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

## Claims evidence

- We will require (at your own expense) the following evidence where relevant:
- Full details in writing of any incident.
- Any court claim form, summons, letter of claim or other document must be sent to **us** as soon as **you** receive it.
- Any other relevant information relating to your claim under this section that we may ask you for.

To make a claim under this section please call 01702 553443

## Section B8 – Abandonment of trip

## What is covered

If the **public transport** on which **you** are booked to travel is cancelled before or after the scheduled time of departure as a result of any of the following events:

- a) strike or
- b) industrial action or
- c) adverse weather conditions or
- mechanical breakdown of or a technical fault occurring in the public transport on which you are booked to travel

we will pay you up to the amount as shown in the Schedule of benefits for your proportion only of any irrecoverable unused travel and accommodation costs and other pre-paid charges which you have paid or are contracted to pay, if following cancellation, no suitable alternative public transport is provided within 12 hours of the scheduled time of departure, you choose to cancel your trip before departure from the United Kingdom.

## Special conditions relating to claims

 There is no cover under this policy for cancellation, abandonment or curtailment claims if the Foreign, Commonwealth & Development Office (FCDO) advises you against all (or all but essential) travel. This exclusion does <u>not</u> apply where your destination is within EU1 or EU2 (see the 'Geographical Areas' on page 5) and where the Foreign, Commonwealth & Development Office (FCDO) advises **you** against all (or all but essential) travel solely due to the **Coronavirus** risk.

- 2. You must check in according to the itinerary given to you unless your tour operator has requested you not to travel to the airport.
- You must get written confirmation (at your own expense) from the carriers (or their handling agents) of the cancellation and the reason for this, together with confirmation of your check in times and details of any alternative transport offered.
- 4. You must comply with the terms of contract of the travel agent, tour operator, carrier or transport provider and seek financial compensation, assistance or a refund of your ticket from them in accordance with such terms and/or (where applicable) your rights under EU Air Passenger Rights legislation in the event of cancellation of flights.
- 5. Where applicable you must get (at your own expense) written confirmation from the public transport operator (or their handling agents) and/or provider of accommodation (or their booking agents) that compensation, assistance or reimbursement of any costs, charges and expenses incurred by you will not be provided and the reason for this.

## What is not covered

- 1. The excess as shown in the Schedule of benefits, unless you have purchased the excess waiver and this is shown on your Certificate of Insurance.
- 2. Claims arising directly or indirectly from:
  - Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.
  - b) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which **you** are travelling.
  - c) Any delays to any subsequent outbound or return connecting public transport following your departure from the final departure point from or to the United Kingdom.
  - d) Volcanic eruptions and/or volcanic ash clouds.
- 3.
- a) The cost of Air Passenger Duty (APD) and credit or debit cards fees whether irrecoverable or not.
- b) Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
- c) Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme. In addition any property maintenance costs, fees or charges incurred by you, as part of your involvement in such schemes is not covered.
- d) Any costs incurred by you which are recoverable from the providers of the accommodation, their booking agents (or the administrators of either) or for which you receive or are expected to receive compensation or reimbursement.
- e) Any costs incurred by you which are recoverable from the public transport operator or for which you receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- f) Any costs incurred by you which are recoverable from your credit/debit card provider or for which you receive or are expected to receive compensation or re-imbursement.
- g) Any travel and accommodation costs, charges and expenses where the public transport operator has offered reasonable alternative travel arrangements.
- h) Any cost if **your trip** was booked as part of a **package** holiday.

4. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

### **Claims evidence**

We will require (at your own expense) the following evidence where relevant:

- Full details of the travel itinerary supplied to **you**.
- A letter from the carriers (or their handling agents) confirming the reason for the cancellation and confirmation of your check in time.
- Your booking confirmation together with written details from your travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the trip.
- Your unused travel tickets.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Written confirmation from the provider of transport/accommodation that compensation, assistance or reimbursement of any costs, charges and expenses incurred by you will not be provided and the reason for this.
- Any other relevant information relating to your claim under this section that we may ask you for.

## To make a claim under this section please call 01702 553443

## Section B9 – Missed departure on your outward journey

## What is covered

We will pay you up to the amount as shown in the Schedule of benefits for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination if you fail to arrive at the **international departure point** in time to board the **public transport** on which you are booked to travel on for the initial international outbound leg only of the **trip** as a result of:

- 1. the failure of other public transport or
- 2. an accident to or breakdown of the vehicle in which you are travelling or
- 3. an accident or breakdown happening ahead of **you** on a public road which causes an unexpected delay to the vehicle in which **you** are travelling or
- 4. strike, industrial action or **adverse weather conditions**.

#### Special conditions relating to claims

1. You must allow enough time for the public transport or other transport to arrive on schedule and to deliver you to the international departure point.

### What is not covered

- The excess as shown in the Schedule of benefits, unless you have purchased the excess waiver and this is shown on your Certificate of Insurance.
- 2. Claims arising directly or indirectly from:
  - a) Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.
  - b) An accident to or breakdown of the vehicle in which **you** are travelling when a repairers report or other evidence is not provided.
  - c) Breakdown of any vehicle owned by you which has not been serviced properly and maintained in accordance with manufacturer's instructions.
  - d) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which **you** are travelling.
  - Your failure to arrive at the departure point in time to board any connecting public transport after your departure on the initial international outbound leg of the trip.
  - f) Volcanic eruptions and/or volcanic ash clouds (except claims under subsection 1. of 'What is covered' above.
  - g) Trips solely within the United Kingdom.
- 3. Additional expenses where the scheduled **public transport** operator has offered reasonable alternative travel arrangements.

4. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

#### **Claims evidence**

We will require (at your own expense) the following evidence where relevant:

- A letter from the public transport provider detailing the reasons for failure.
- A letter from the relevant public transport provider, carrier or authority confirming details of the strike, industrial action or adverse weather conditions.
- Your unused travel tickets.
- Receipts or bills or proof of purchase for any transport, accommodation or other costs, charges or expenses claimed for.
- Any other relevant information relating to your claim under this section that we
  may ask you for.

## To make a claim under this section please call 01702 553443

## Section B10 – Legal expenses

## What is covered

We will pay up to the amount as shown in the **Schedule of benefits** for legal costs to pursue a civil action for compensation if someone else causes **your** bodily Injury, **illness** or death during **your trip**.

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

## Special conditions relating to claims

- 1. Unless **you** have made a nomination in accordance with Special Condition 2 below, **we** or **our** suitably qualified person will decide the point at which **your** legal case cannot usefully be pursued further.
- If you do not want our suitably qualified person to assess whether or not your claim can be pursued, you are free to nominate a suitably qualified person to conduct this assessment by sending us the name and address of such suitably qualified person. You must confirm either:
  - that the person you nominate will not charge more than the suitably qualified person we would have appointed; or
  - that you are willing to pay the difference between the cost of using you suitably qualified person and the cost of using our choice of suitably qualified person.
- On acceptance of a claim, if appropriate, we will appoint a suitably qualified person to act on your behalf, unless you have nominated your own suitably qualified person in accordance with Special Condition 4 below.
- 4.
- i) If there is a conflict of interest; or
- ii) If it is necessary to start court proceedings and proceedings are being issued within the **United Kingdom**; or
- iii) you are unhappy with our suitably qualified person

you are free to nominate a suitably qualified person by sending  ${f us}$  the name and address of such suitably qualified person. You must confirm either:

- that the person you nominate will not charge more than the suitably qualified person we would have appointed; or
- that you are willing to pay the difference between the cost of using your suitably qualified person and the cost of using our choice of suitably qualified person.
- If we do not agree to your choice of suitably qualified person under Special Condition 2 or 4. above, you may choose another suitably qualified person.
- 6. If there is still a disagreement with regard to the suitably qualified person, **we** will ask the president of a relevant national law society to choose a suitably qualified person to represent **you**. **We** and **you** must accept such choice.
- Where you have not notified us of a nominated suitably qualified person in accordance with Special Condition 2 and/or Special Condition 4, we will be free to choose a suitably qualified person.
- 8. Where **we** appoint a suitably qualified person to represent **you** such appointment will be in accordance with **our** standard terms of appointment.

- 9. We will have direct access to the suitably qualified person who will, upon request, provide **us** with any information or opinion on **your** claim.
- 10. You must co-operate fully with us and the suitably qualified person and must keep us up to date with the progress of the claim.
- 11. At **our** request, **you** must give the suitably qualified person any instructions that **we** require.
- 12. You must notify us immediately if anyone offers to settle a claim or makes a payment into court.
- 13. If **you** do not accept the recommendation of the suitably qualified person to accept a reasonable offer or payment into court to settle a claim, **we** may refuse to pay further costs and expenses.
- 14. No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior approval.

## 15. If you:

- i) settle a claim or withdraw a claim without **our** prior agreement;
- ii) do not give suitable instructions to the suitably qualified person;
- iii) dismiss a suitably qualified person without our prior consent, our consent not to be withheld without good reason;

the cover **we** provide will end immediately and **we** will be entitled to re-claim any costs and expenses **we** have incurred from **you**.

- 16. You must take every available step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.
- 17. We may, at our own expense, take proceedings in your name to recover compensation from any third party in respect of any indemnity paid under this policy including our legal costs and other related expenses. You <u>MUST</u> give such assistance as we shall reasonably require and any amount recovered shall belong to us.

## What is not covered

We shall not be liable for:

- The excess as shown in the Schedule of benefits, unless you have purchased the excess waiver and this is shown on your Certificate of Insurance.
- Any claim where in **our** opinion or the opinion of the suitably qualified person appointed by **us** there is insufficient prospect of success in obtaining reasonable compensation.
- Legal costs and expenses incurred in pursuit of any claims against a travel agent, tour operator, carrier, us, the Medical Emergency Assistance Company or their agents, someone you were travelling with, a person related to you, or another insured person.
- 4. Legal costs and expenses incurred prior to **our** written acceptance of the case.
- 5. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement).
- 7. Legal costs and expenses incurred in any claim, which is capable of being pursued under a Conditional Fee Agreement.
- 8. Legal costs and expenses incurred if an action is brought in more than one country.
- 9. Any claim where in **our** opinion the estimated amount of compensation payment is less than £1,000 for each **insured person**.
- 10. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- 11. Costs of any appeal.
- 12. Claims by you other than in your private capacity.

13. Anything mentioned in 'What is not covered' on pages 13 and 14 applicable to all sections of the policy.

## **Claims evidence**

We will require (at your own expense) the following evidence where relevant:

- Relevant documentation and evidence to support **your** claim, including photographic evidence.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

## To make a claim under this section please call 01702 553443

## Section B11 – Scheduled airline failure

## Special definition relating to this section (which is shown in bold italics)

*Financial failure* – means the airline becoming insolvent or has an administrator appointed and does not fulfil the booked flight(s).

## What is covered

We will pay **you** up to the amounts shown in the **schedule of benefits** for each **insured person** named on the invoice and on the airline ticket for:

- 1. Irrecoverable sums paid prior to *financial failure* of the scheduled airline not forming part of an inclusive holiday prior to departure; or
- 2. In the event of *financial failure* after departure:
  - a. additional costs incurred by **you** in replacing that part of the flight arrangements to a similar standard of transportation as enjoyed prior to the **curtailment** of the travel arrangements; or
  - b. if curtailment of the trip is unavoidable the cost of return flights to the United Kingdom to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

## What is not covered

- 1. Scheduled flights not booked by **you** from within the **United Kingdom** prior to departure.
- 2. Any costs resulting from the *financial failure* of:
  - a. any scheduled airline which is, or which any prospect of *financial failure*, is:
    - i. known by you, or
    - ii. widely known publicly
    - at the date of purchase of this policy.
  - b. any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing policy, policies bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
- 3. The *financial failure* of any travel agent, tour organiser, booking agent or consolidator with whom **you** have booked a scheduled flight.
- 4. Any losses which are not directly associated with the incident that caused you to claim. For example, loss due to being unable to reach your pre booked hotel, villa, car hire or cruise following the financial failure of an airline.

## To make a claim under this section please call +44 (0)345 266 1872

## Section B12 – Hijack

## What is covered

We will pay you up to the amounts shown in the schedule of benefits for every complete period of 24 hours in the event of hijack of the transport on which you are travelling.

## What is not covered

- 1. Any claim not substantiated by a written police report confirming the length and exact nature of the incident.
- 2. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

## **Claims evidence**

We will require (at your own expense) the following evidence where relevant:

• Relevant documentation and evidence to support **your** claim, including written police report.

Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

To make a claim under this section please call 01702 553443

## Section B13 – Mugging

## What is covered

We will pay **you** up to the amounts shown in the **schedule of benefits** for each night spent receiving hospital treatment during **your** journey as a result of **bodily injuries** sustained by **you** during a **Mugging**.

## Special conditions relating to claims:

You can only claim under either Section B3 - State Hospital benefit or Section B13 - Mugging, above for the same event, not both.

## What is not covered

- 1. Any claim not substantiated by a written police report confirming the nature of the assault.
- 2. Anything mentioned in 'What is not covered' on pages 13 & 14 applicable to all sections of the policy.

## Claims evidence

We will require (at your own expense) the following evidence where relevant:

- Relevant documentation and evidence to support your claim, including written police report.
- Any other relevant information relating to your claim under this section that we
  may ask you for.

To make a claim under this section please call 01702 553443

## Section C – Gadget extension

(only operative if indicated in the Certificate of Insurance)

Please note: If you have purchased the excess Waiver option and this is shown on your Certificate of Insurance, this only applies to Sections A1 to B13 inclusive. You cannot waive the excess under this section.

## Special definitions relating to this section (which are shown in bold italics)

*Accessories* - means items such as but not limited to, chargers, protective cases, headphones and hands-free devices, that are used in conjunction with **your** insured *gadget* but excludes SIM cards and wearables.

*Evidence of ownership* for *accessories* will need to be provided at the point of claim. Cover is only in place for *accessories* purchased in the UK.

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

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

Claims administrators - means Davies Group Limited.

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

The *evidence of ownership* should include the make, model and IMEI / serial number of the *gadget* and must be in **your** name, unless **you** are in possession of a **UK** gift receipt.

*Gadget* - means the portable electronic equipment owned by **you**, the replacement value of which must not exceed the limit shown in the **Schedule of benefits** with the relevant proof of purchase, that is in good condition and in full working order at the time of **your trip**, including laptops, mobile phones, smart phones, iPhones, iPads, tablets, e-readers, MP3 Players, CD/DVD players, head/ear phones, satellite navigation devices, PDAs, handheld games, consoles, cameras, video cameras and wearable technology (e.g. smart watch or health and fitness tracker) but excluding drones.

All *gadgets* must be less than 6 years old at the start date of the insurance (18 months for laptops) and must have been manufactured to a **UK** Specification, with valid proof of purchase.

#### All gadgets must have been:

- a) purchased as new from a **UK** VAT registered supplier or registered company and must be in full working order at the start date of this policy, or
- b) purchased by you as refurbished in the UK, as long as, the refurbished gadget was sold with a minimum 12-month warranty and this stated on your evidence of ownership, or
- c) gifted to you, as long it meets the criteria in points a) or b) above, and you are able to provide a UK Gift Receipt.

### In addition, all gadgets.

- a) cannot have been purchased during the trip,
- b) cannot have been purchased outside the UK or Isle of Man,
- c) must be in your possession and in good working condition (not accidentally damaged),
- d) must not have not previously been repaired using non-manufacturer parts.

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

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

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

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

## What is covered – applicable to Section C

## 1. Accidental damage / Malicious damage

We will pay you up to the amount shown in the schedule of benefits for the cost of repairing your *gadget*, if it is damaged as the result of an accident or malicious damage whilst on your trip. If your *gadget* cannot be economically repaired, it will be replaced.

## 2. Theft

We will pay **you** up to the amount shown in the **Schedule of benefits** to replace **your** *gadget* with a replacement item if it is stolen during **your trip**. Where only part or parts of **your** *gadget* have been stolen, we will only replace that part or those specific parts.

## 3. Accidental loss

We will pay you up to the amount shown in the schedule of benefits for the cost of a replacement item, if you accidentally or unintentionally lose your gadget whilst on your trip.

## 4. Breakdown

We will pay you up to the amount shown in the schedule of benefits for the cost of repairing your *gadget*, if it suffers electrical breakdown whilst on your trip, which occurs outside of the manufacturers guarantee period. If your *gadget* cannot be economically repaired, it will be replaced.

Please note: This cover is not available on laptops.

## 5. Unauthorised call / texts / data use

If **your** mobile phone is lost or stolen whilst on **your trip** and is used fraudulently and **your** claim is covered under Section C2 – Theft, **we** will reimburse **you** for the costs of the unauthorised call / text / data use, up to the amount shown in the **Schedule of benefits**. This is subject to **you** providing an itemised bill.

## 6. Liquid damage

We will pay you up to the amount shown in the Schedule of benefits to repair or provide a replacement item for your *gadget* if it is damaged as a result of accidentally coming into contact with any liquid whilst on your trip.

## 7. Accessories

If your claim for your *gadget* is approved, we will replace any *accessories* that were *accidentally lost*, stolen or accidentally damaged at the same time as your *gadget* up to the amount shown in the **schedule of benefits**.

If we replace your *gadget* with a different make or model and this means that you can no longer use your existing *accessories*, we will replace them too, up to the amount shown in the schedule of benefits.

## What is not covered – applicable to section C

- 1. The amount of the excess shown in the Schedule of benefits.
- 2. Any claims for theft:
  - a) from any motor vehicle where you or someone acting on your behalf is not in the vehicle, unless the gadget has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors have been closed and locked and all security systems have been activated. A copy of the receipt for any repairs made following the damage caused in gaining entry to the locked vehicle must be supplied with any claim.
  - b) from any unattended building or premises (including your accommodation) unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the receipt for any repairs made for such damage must be supplied with any claim.
  - c) when away from your accommodation, or when in your accommodation with invited guests or other people; unless the gadget is concealed on or about your person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer).
  - d) where your gadget was in the possession of a third party (other than a member of your *immediate family*) at the time of the event giving rise to a claim under this insurance.
  - e) where the *gadget* has been left *unattended* when it is away from your accommodation (including being in luggage during transit).
  - f) where all available *precautions* have not been taken to prevent theft.
- 3. Any claims for loss or damage:
  - a) caused by:
    - i) you deliberately damaging the gadget.
    - ii) **you** not following the manufacturer's instructions.
    - iii) the use of non-manufacturer approved accessories.
  - b) where all available **precautions** have not been taken to prevent loss or damage.
- 4. Any claims for:
  - a) routine servicing, inspection, maintenance or cleaning.
  - b) loss caused by a manufacturer's defect or recall of the *gadget*.
  - c) repairs carried out by persons not authorised by us.
  - d) liquid damage to your gadget where the event causing the need to claim involved you taking your gadgets on a boat, other water vessels, or whilst taking part in water activities.
  - e) wear and tear or gradual deterioration of performance.
  - f) cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance;
- 5. Any kind of damage whatsoever unless the damaged *gadget* is provided for repair.
- 6. Any loss of a SIM (subscriber identity module) card.
- Any expense incurred as a result of not being able to use the *gadget*, or any loss other than the repair or replacement costs of the *gadget*, unless relating to unauthorised call/text/data use for your mobile phone.
- Loss of or damage to *accessories* that were not attached to your *gadget* at the time of the incident.
- Any claim for a *gadget* where *evidence of ownership* and *proof of usage* cannot be provided or evidenced.
- 10. Any claim for *accidental loss* where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your** *gadget*.
- 11. Any claim for any *gadget* that was purchased as second hand or used, that is not a refurbished *gadget*, sold with a minimum 12-month warranty.
- 12. Reconnection costs or subscription fees of any kind.

- 13. Any loss of or damage to information or data or software contained in or stored on the *gadget* whether arising as a result of a claim paid by this insurance or otherwise.
- 14. Any costs or expenses that are recoverable from any party; under the terms of any other contract, guarantee, warranty or insurance.
- 15. Any indirect loss or damage resulting from the event which caused the claim under this policy.
- 16. Any liability of whatsoever nature arising from ownership or use of the gadget, including any illness or injury resulting from such ownership or use.
- 17. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
- We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction.

#### You should also refer to the:

- 'General conditions applicable to the whole policy' section on page 10, and
- 'What is not covered applicable to all sections of the policy' on pages 13 & 14.

## How to make a claim under Section C

#### Who to contact

To make a claim, please call the Claims administrators on 0345 0744828.

Lines are open between 8:30am and 6:30pm Monday to Friday and 8.30 to 1.00 on Saturdays.

To log your claim online, please visit our portal at https://bastion.daviesgroup.com/

Alternatively, please send an email to gadgetclaims@davies-group.com

Or write to: Davies Group Limited, Unit 8 Fulwood Business Park Caxton Road Preston PR2 9NZ

Calls may be recorded for training, compliance and fraud prevention purposes.

## **Claims conditions**

- You must notify the *claim administrators* as soon as possible, but ideally within 48 hours of your return to the UK.
- You must report the theft or *accidental loss* of any *gadget*, within 24 hours of discovery to your Airtime Provider and blacklist your handset.
- You must report the theft or loss of any *gadgets* to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim and a lost property number in support of an *accidental loss* claim.

**Please note:** Any delay in reporting an incident to the *claim administrators*, your Airtime Provider or the Police may invalidate **your** right to claim under the policy.

- 4. You must provide us with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss, including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.
- If we replace your gadget(s) the damaged or lost item becomes our property. If it is returned or found you must notify us and send it to us if we ask you to.

## **Claims settlement**

- The intention of this policy is to put you back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the *gadget* cannot be replaced with an identical *gadget* of the same age and condition, we will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original *gadget*. We cannot guarantee that the replacement *gadget* will be the same colour as the original item.
- 2. Repairs will take place on **your** return to the **UK** and will be carried out using readily available parts. Where possible **we** will use original parts, but in some

cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your** *gadget* for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.

- In the event of a valid claim resulting in the replacement of the *gadget*, this policy will automatically cover the replacement *gadget*.
- 4. All blocks must be removed from your gadget before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in your claim being delayed, and/or, your gadget being returned to you.

#### Fraudulent acts

If **you** or anyone acting on **your** behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under this section of cover, **we** will not pay the claim and cover under this section of cover will cease immediately. **You** will not be entitled to any refund of premium.

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

#### Data protection

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

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

These activities may include:

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

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

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

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

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

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

Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

**Our** full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from **us** on request.

## Making a complaint

We aim to provide the highest standard of service to every customer. If our service does not meet your expectations, we want to hear about it so we can try to put things right. All complaints we receive are taken seriously. The following will help us understand your concerns and give you a fair response.

## 1. Does your complaint relate to a claim?

## For complaints relating to Section A1 to B10 & B12 to B13 of this insurance:

a) In the first instance, please contact:

The Complaints Officer Claims Settlement Agencies, 308-314 London Road, Hadleigh, Benfleet, SS7 2DD United Kingdom

Tel: 01702 553443 Email: info@csal.co.uk

When you make contact please provide the following information:

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

Any written correspondence should be headed "Complaint" and you may include copies of supporting material.

If we are unable to resolve your complaint immediately, we will send you a written acknowledgement within two (2) days of receipt. We will then investigate your complaint and, in most cases, send you a full response in writing within two (2) weeks of receipt.

In exceptional cases, where we are unable to complete our investigations within two (2) weeks, we will send you a full written response as soon as we can, and in any event within four (4) weeks of receipt of your complaint.

b) If you are dissatisfied with our response, then you can raise the matter with the Financial Services and Pensions Ombudsman (FSPO), an independent body that adjudicates on complaints, at the following address:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 VH29

Telephone: +353 1 567 7000 Email: info@fspo.ie Website: www.fspo.ie

## For complaints relating to section B11 – (Scheduled Airline Failure) only:

a) In the first instance, please contact: Compliance Officer Liberty Mutual Insurance Europe SE 20 Fenchurch Street London EC3M 3AW

Telephone: +44 (0) 20 3758 0840 Email: complaints@libertyglobalgroup.com

Please make sure that you quote your policy number, which can be found on your Certificate of Insurance or a claim number.

b) If after making a complaint, you are still not satisfied, you may have the right to contact the Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 – From **UK** Landline Telephone: 0300 123 9123 – From **UK** Mobile Email: <u>complaint.info@financial</u>-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

To confirm whether **you** are eligible to ask the Financial Ombudsman Service to review **your** complaint please contact them at: https://www.financial-ombudsman.org.uk/consumers/ how-to-complain.

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

## For complaints relating to section C – (Gadget cover) only:

a) In the first instance, please contact:

The Customer Services Director, Davies Group Limited, Unit 8 Fulwood Business Park Caxton Road Preston PR2 9NZ

Email: gadgetcomplaints@davies-group.com Telephone: 0345 0744788

When you make contact please provide the following information:

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

We will make every effort to resolve your complaint immediately. If we cannot resolve your complaint by the end of the next working day, we will acknowledge your complaint within 5 days of receipt and will do our best to resolve the problem within four weeks, by sending you a final response letter.

If we are unable to resolve your complaint in this time, we will write to advise you of progress and will endeavour to resolve your complaint within the following four weeks.

b) If you are still dissatisfied after receiving our final response letter, you may refer your complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 023 4567 – from UK landline Tel: 0300 123 9123 – from UK mobile Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

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

## 2. Does your complaint relate to your policy?

## For complaints relating to Section A1 to B10 & B12 to B13 of this insurance:

a) In the first instance, please contact:

The Managing Director, Explorer Travel Insurance, Suite 9, Chalkwell Lawns, 648-656 London Road, Westcliff on Sea, SS0 9HR

Email: enquiries@explorerinsurance.co.uk Tel no: 0345 373 0253

When you make contact please provide the following information:

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

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

If we are unable to resolve your complaint immediately, we will send you a written acknowledgement within two (2) days of receipt. We will then investigate your complaint and, in most cases, send you a full response in writing within two (2) weeks of receipt.

In exceptional cases, where we are unable to complete our investigations within two (2) weeks, we will send you a full written response as soon as we can, and in any event within four (4) weeks of receipt of your complaint.

b) If you are dissatisfied with our response, then you can raise the matter with the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. You have six (6) months from the date of our final response to refer your complaint to the FOS.

If we cannot resolve your complaint, you may refer it to Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 – From **UK** Landline Telephone: 0300 123 9123 – From **UK** Mobile Email: <u>complaint.info@financial</u>-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Complaints about non-insured events and your travel arrangements must be referred to your travel organiser.

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

## Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS (depending on the type of insurance and the circumstances of the claim) if we are unable to meet our financial obligations under this policy. A claim under this type of insurance is covered for 90% of the claim without any upper limit.

Further information about the compensation scheme is available from:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 020 7741 4100 or 0800 678 1100. Website: www.fscs.org.uk



## Sales & Customer Service 0345 373 0253

## **Medical Emergency**

+44 (0) 20 3819 7170 See page 12 for full details

## Non Emergency Claims 01702 553443

## Scheduled Airline Failure Claims 0345 266 1872

# Gadget Claims 0345 074 4828

## explorerinsurance.co.uk

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