

# **Policy Wording**

Backpacker and Backpacker Plus Cover

explorerinsurance.co.uk

## Backpacker and Backpacker Plus Explorer Travel Insurance Policy Document Insured by White Horse Insurance Ireland dac\*

This document refers to policies, which are covered under Master Policy Number RTCEX40039.

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 A to B13 of this insurance is insured by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No. 306045. White Horse Insurance Ireland dac's Registered Office is First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland. Deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website, **our** FNR is 203320.

\* 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. 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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Making a complaint

## Schedule of benefits

		Backpacker		Backpacker Plus				
Section		Limits (per person)	Excess (per person)	Limits (per person)	Excess (per person)			
POLICY A: Your Pre Travel Policy								
A1	Cancellation charges	£1,000	£125 (£20 loss of deposit)	£2,000	£100 (£20 loss of deposit)			
A2	Scheduled airline failure	£500	£125	£1,000	£100			
		POLICY B: Your Travel	Policy					
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			
В3	State Hospital benefit	£10 per complete 24 hour period up to £200	Nil	£25 per complete 24 hour period up to £500	Nil			
B4	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			
B6	Personal money, passport and travel documents	nour period up to 2100		Tiour period up to 2200				
	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			
B8	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	£125	£10,000	£100			
B11	Scheduled airline failure	£500	£125	£1,000	£100			
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 wording**

## Introduction

Your insurance is covered under two master policy numbers, RTCEX40039-2A, your pre-travel policy and RTCEX40039-2B, your travel policy. Should your circumstances change and there is a **change in health** between the start of policy A and the start of Policy B you must inform us at the earliest opportunity. 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.

#### Policy eligibility

This policy is only available to you if you are permanently resident in the United Kingdom and registered with a medical practitioner in the United Kingdom.

You must be 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

All **trips** must be completed within 18 months of the start date of the **period of insurance**.

You must be 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 must not be travelling specifically to receive medical treatment during your trip or in the knowledge that you are likely to need treatment.

#### The law which applies to this policy

We will settle all claims under the Law of the country you live in within the United Kingdom or the Channel Islands unless we agree otherwise with you. Any disputes arising out of this contract will be submitted to the exclusive jurisdiction of the country that you live in within the United Kingdom or the Channel Islands.

#### Age eligibility

Policies are not available to anyone aged under 18 years or 35 years or over. If **you** reach the age of 35 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.

#### 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.

#### 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 3829 3836

Email: operations@emergencyassistance.co.uk

#### Policy information

If you would like more information or if you feel the insurance may not meet your needs, email Explorer Travel Insurance at <a href="mailto:enquiries@explorerinsurance.co.uk">enquiries@explorerinsurance.co.uk</a> or call 0345 373 0253.

#### Insurer

The Insurer for this policy is:

Sections A to B13 of this insurance is insured by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No. 306045. White Horse Insurance Ireland dac's Registered Office is First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland. Deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. **our** FNR is 203320.

Section C of this insurance 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. 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.

#### How White Horse Insurance Ireland dac collects data?

White Horse Insurance Ireland dac holds your personal information in accordance with all applicable data protection laws.

To administer **your** policy White Horse Insurance Ireland dac will collect and use information about **you** provided by **you** and this notice applies to anyone who is insured under this Insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your** policy; including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third-party service providers used by **us** in fulfilling **your** insurance contract.

**We** may send **your** personal information in confidence to other companies who provide services to **us** for processing and storage. This may mean sending information to countries outside of the United Kingdom, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union or European Economic Area. When **we** do this, **we** will ensure that **we** transfer the data securely and accordingly to regulatory requirements. By buying this insurance policy, **you** agree to **us** using **your** personal information in this way.

You have various rights in relation to personal information that is held by us, including the right to request access to your personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how **we** use **your** data by reviewing **our** full Privacy Policy. **Our** Privacy Policy is available on **our** website: www.whitehorseinsurance.eu

Your data will be treated in accordance with our Privacy Policy.

#### 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 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.

## **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.

#### 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-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, domestic partner or fiancé/fiancée.

#### Couple

- means you and your close relative who lives with you in a domestic relationship at the same address as you.

#### 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**.

#### Emergency treatment

- means any ill-health or accidental bodily injury which occurs during your trip and requires immediate treatment before you return home.

#### 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 **medical practitioner** 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**.

#### **Medical condition**

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

## Medical practitioner

- 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.

#### Muaaina

- 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.

#### 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.

#### 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 the Assistance Team, 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 carayan
- 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

#### \_ .

- 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.

#### 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.

#### We/Us/Ou

- for sections A to B13 of this insurance means White Horse Insurance Ireland dac.
- 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. 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. Cancellation

#### Statutory cancellation rights

You can cancel this policy within 14 days of receiving it. This is called the "cooling off" period.

If you want to cancel the policy you need to:

#### Tell Us

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

or

c. by telephoning on 0345 373 0253

If you have not travelled and no claim has been made and no incident likely to result in a claim has occurred, we will refund the premium you paid.

Should **you** wish to cancel **your** policy outside of the 14 day cooling off period, and can confirm that there have been no claims on the policy and that **you** have not travelled, the following cancellation terms will be applied:

In the event **you** have not travelled and are not claiming on the policy, a refund of 50% of the total policy premium **you** have paid will apply. If **you** have travelled or are intending to claim, or have made a claim (irrespective of whether **your** claim was successful or not) **we** will not consider refunding any proportion of **your** premium.

The policy can be cancelled mid-term by us giving you 7 days' notice in writing by recorded delivery sent to your last known address.

Our discretion to cancel policies is restricted to the following reasons:

- If we are unable to collect a premium and have not received a response to two chaser letters.
- Your failure to co-operate in a way that affects our ability to process a claim.
- · Fraud or suspected fraud, misleading information or deliberate misrepresentation or use of threatening or abusive behaviour.

No refund of premium will be made.

## 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. Claims

#### All non medical emergency claims:

You must contact the Claims Department, quoting reference: Explorer

Tel: 020 3829 3828 (opening hours: 8am-8pm Monday to Friday, 9am-1pm Saturday)

Address: The Claims Department, 1 Tower View, Kings Hill, West Malling, Kent ME19 4UY

Email: claims@ policyholderclaims.co.uk

Download a claims form: www.policyholderclaims.co.uk

## To make a claim under Section B10 - Legal expenses:

You must contact: Pennington Manches LLP Tel: 0345 241 1875

## To make a claim under Section C - Gadget cover:

You must contact: Davies Group Limited

#### Tel: 0345 0744828

Lines are open between 8:00am and 5:30pm Monday to Friday.

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

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

#### 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 3829 3836

Email: operations@emergencyassistance.co.uk

Please Note: 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.

The claim notification must be made within 3 months or as soon as possible after that following any **accidental bodily injury**, **illness**, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may lead to a claim under this policy.

You must also tell us if you are aware of any court claim form, summons or impending prosecution. Every communication relating to a claim must be sent to us as soon as possible. You or anyone acting on your behalf must not negotiate, admit or repudiate (refuse) any claim without our permission in writing and cooperate fully with us in our investigations into the circumstance of your claim.

You or your legal representatives must supply at your own expense, all information, evidence, details of household insurance, proof of ownership and medical certificates as required by us. You should refer to the section under which you are claiming for further details of the evidence that we need to deal with your claim.

We may also request and will pay for a post mortem examination.

You must retain any property which is damaged, and if requested, send it to us at your own expense. If you are sending any damaged items for claims purposes, please send them to: The Recoveries Department, 1 Tower View, Kings Hill, West Malling, Kent, ME19 4UY. If we pay a claim for the full value of the property and it is then recovered it will then become our property.

We may refuse to reimburse you for any property which you cannot provide proof of ownership such as an original receipt or bank or credit card statements.

#### 2. 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.

#### 3. 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.

## 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

We will not pay for claims arising directly or indirectly from:

#### 1. War risks, civil commotion and terrorism

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power 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 unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **trip**.

#### 2. Radioactive contamination

lonising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

#### Sonic bangs

Loss, destruction or damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### Winter sports

Your participation in winter sports unless:

- a) specified in the list on page 13 or
- b) shown as covered in **your** Certificate of Insurance for a period of no more than 31 days in total in each **period of insurance**.

#### Professional sports or entertaining

**Your** participation in or practice of any professional sports or professional entertaining.

#### Other sports or activities

Your participation in or practice of any other sport or activity, manual work, driving any motorised vehicle or racing unless:

- a) specified in the list on pages 11 and 12 or
- b) shown as covered in your Certificate of Insurance.
- 7. Your travel by freighter, container or cargo ship.

#### Suicide, drug use or solvent abuse

Your wilfully self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, drug use (other than drugs taken in accordance with treatment prescribed and directed by a medical practitioner, but not for the treatment of drug addiction) and putting yourself at needless risk (except in an attempt to save human life).

#### Alcohol

You, your travelling companion, close relative or close business associate being under the influence of drugs (except those prescribed by your registered doctor but not when prescribed for treatment of drug addiction), alcohol (a blood alcohol level that exceeds 0.19% – approximately four pints or four 175ml glasses of wine) or solvents or anything relating to your, your travelling companion's, your close relatives' or your close business associate's prior abuse of alcohol, drugs or solvents.

#### 10. Jumping from vehicles, buildings or balconies

You climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or sitting, planking, balconing, owling or lying on any external part of any building, or climbing or moving from any external part of any building to another (apart from stairs, ramps or walkways) and falling regardless of the height, unless your life is in danger or you are attempting to save human life.

#### 11. Unlawful action

Your own unlawful action or any criminal proceedings against you.

#### 12. Additional loss or expense

Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide specific cover under this insurance. *Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim, loss of earnings following accidental bodily injury, illness or disease, additional hotel costs, additional car hire, Visas, ESTA's, additional parking fees, vaccinations, inoculations or kennel fees.* 

#### 13. Armed Forces

Operational duties of a member of the Armed Forces (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under subsection 4. of Section A1 – Cancellation charges and subsection 3. of Section B1 – Curtailment charges).

#### 14. Travelling against FCDO advice

Your travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth and Development Office (FCDO) or regulatory authority in a country to/from which you are travelling has advised against all, or all but essential travel.

#### 15. Claims conditions

You claiming under Policy B if you can claim under Policy A.

## 16. Medical advice

You choosing not to adhere to medical advice given.

## 17. General

You purchasing this insurance with the reasonable intention or likelihood of claiming.

#### 18. Genera

There is no cover under this policy for cancellation, abandonment or **curtailment** claims if the Foreign, Commonwealth and Development Office (FCDO) advises **you** not to travel, for example when the FCDO advise against all but essential travel to an area affected by Coronavirus, COVID-19, Severe Acute Respiratory Syndrome (SARS-COV-2) or any mutation of Coronavirus, COVID-19 or SARS-COV-2.

#### 19. General

There is no cover under this policy for any claims as a result of Coronavirus, COVID-19, Severe Acute Respiratory Syndrome (SARS-COV-2) or any mutation of Coronavirus, COVID-19 or SARS-COV-2 or any pandemic or fear or threat of any of the above. Except for Section B2 Emergency medical and other expenses. This will only apply if **you** did not travel against the published advice of the FCDO, any local government, local authority or WHO.

## 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</u>, <u>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

Badminton

Baseball

Basketball

Bungee Jumping (Max 2 jumps. Organised and under qualified supervision)

Canoeing / Kayaking (Flat water or River up to Grade 2) \*+

Clay Pigeon Shooting \*+

Cricket \*+

Cycling (excluding racing, BMX, mountain biking and touring, Max 14 days,

no competitions)

Dinghy Sailing

Fell Walking\*+

**Fishing** 

Football Golf

Horse Riding (no competitions, Polo, Hunting, Racing, Jumping. Riding hat must

he worn)

Hot Air Ballooning (Booked in UK prior to departure)

Jet Boating (no competitions) \*+

Jet Skiing \*+ (no competitions)

Jogging

Marathon Running

Motorcycling up to 125cc (Subject to holding appropriate licence & wearing helmet,

no off road)

Netball

Orienteering

Paintballing \*+

Parascending (Europe only, over water)

Pony trekking (riding hat must be worn)

Racquethall

Rambling/Hiking/Trekking under 2.000m

Roller Blading /Inline Skating / Skate boarding (no racing, no competitions)

Rounders

Rowing

Running, Sprint / Long Distance

Safari (Organised tours only, pre-booked within the UK/Ireland)

Sail Boarding

Sailing/Yachting within territorial waters (no racing or crewing) \*+

Scuba Diving down to 30 metres (provided not in excess of your PADI dive level.

Excludes solo dives. Cannot dive within 24 hours of departure)

Snorkelling

Squash

Surfing (max 14 days, no competitions)

Tennis

Tour Operator Safari

Treetop Walkways

Track Events

Triathlon

Volleyball

Wake boarding +

War Games

Water Polo

Water Skiing

White/Black Water Rafting (Grades 1-3 under qualified supervision)

Windsurfina

Working abroad (non manual labour)

Yoga

## Activity pack 2 - covered with an additional charge

Medical excess increased to £250

Section B4 - Personal accident benefit - reduced by 50%

Section B7 - Personal liability benefit - excluded

Activity pack 3 - covered with an additional charge

Medical excess increased to £400

Section B4 - Personal accident benefit - reduced by 50% (excluded if marked with\*)

Section B7 - Personal liability benefit - excluded

Boxing training (no contact)

Bungee jump (up to 3 additional, organised and under gualified supervision)

Camel/Elephant riding/trekking (with competent supervision)

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)

Manual labour (ground level only, no machinery)

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 trip)

Rambling/hiking/trekking between 2,001 and 4,000m (without ropes and/or nicks)

Safari (non-UK organised, organised tours only)

Scuba diving (non incidental down to maximum of 40m, not exceeding **your** PADI dive

level)

Sea canoeing/Kayaking (under qualified supervision)

Sea fishing (non incidental)

Surfing (non incidental, no competitions)

Water-skiing/Windsurfing/Snorkelling (amateur, non incidental)

**Abseiling** 

American football

Parachuting (Europe only, with qualified supervision)

Paragliding (Europe only, with qualified supervision)

Parascending overland (Europe only, with qualified supervision)

Sailing/yachting - outside territorial waters if qualified or accompanied by a

qualified person (no racing) \*

Sand vachting

Sky diving (Europe only, up to 2 jumps maximum)\*

Snowmobilina

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 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 tubing

Snow mobiling as a passenger (organised and with Experienced local

driver)

Winter walking (using crampons and

ice picks only)

## In case of a serious emergency

PLEASE NOTE: 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.

#### IF YOU NEED MEDICAL ASSISTANCE WHEN YOU ARE AWAY YOU SHOULD CALL 112 OR THE LOCAL EQUIVALENT OF 999

Customers should receive emergency medical treatment or management regardless of their ability to pay or any other consideration. A failure or refusal by a treating hospital or treating doctor to provide **emergency treatment**, management or care is a clear breach of an established duty of care.

#### YOU SHOULD THEN CALL US ON +44 (0) 20 3829 3836

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 of your recovery.

#### It is important that you are aware of the following:

#### **Medical Treatment**

- There is not cover for:
  - o routine, non-emergency or elective treatment
  - or treatment that can wait until **you** return **home**.
- Our doctors are not treating you; they are not responsible or in control of the clinical care you are receiving in a medical facility.
- In some instances, you may need to be moved from one local facility to another large/more specialised facility, for treatment.
- Having travel insurance does not ensure a 'fast track' medical service from the treating facility, much like the NHS – emergency service rooms can be busy at certain times and so it is possible you may have to wait as you would in your local NHS hospital unless you require critical care.
- Some medical facilities will raise charges that are far in excess of customary and reasonable; we will deal with such bills directly and there is no need for you to pay them. You simply need to pass any correspondence about such bills to us to ensure we can provide full financial protection.
- Once you are discharged from hospital this does not always mean you
  are fit to fly home For example, if you were in the UK and suffered the
  same injury/Illness, then you would not consider flying out on holiday so
  soon after surgery/treatment/incident.

#### Repatriation (bringing you home)

- Coming home straight away is not always an option even if you are considered 'fit to fly' by the treating doctor.
- We have a medical team with experience in aviation medicine who will
  advise on both the timing and method of repatriation that is best suited to
  your individual needs and your recovery.
- Most airlines require specific criteria to be met in order to accept a 'medical passenger'.
- Things change if your health, stability or vitals change then so do the plans.
- Availability of air ambulances, stretchers and appropriate medical escorts can be limited in specific areas and at different times of the year.
- Air Ambulances are 'flying intensive care units' and are only used to transport critical patients to a hospital in the UK, if treatment is not possible where they are.

#### **OUT-PATIENT TREATMENT OF MINOR INJURY OR ILLNESS**

PLEASE NOTE: 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.

## FOR A NON-URGENT MEDICAL SITUATION

That is something **you** would normally see **your** GP or minor injuries unit for, so **you** don't need to attend hospital but **you** do need some medication to treat a non-emergency situation. Like what? Poorly child with tonsillitis? Infected cut on **your** foot? **We** have teamed up with **Medical Solutions UK Ltd**, who offer UK Registered Doctors who give medical support and assessment over the phone and are able to prescribe in many countries across the globe. This means **you** can quickly access support with minor aliments without disrupting **your trip** too much. **You** can access this facility free of charge by calling **+44 161 468 3793**.

## YOU CAN ALSO CALL 112 OR THE LOCAL EQUIVILANT OF 999

Customers should receive emergency medical treatment or management regardless of their ability to pay or any other consideration, a failure or refusal by a treating hospital or treating doctor to provide **emergency treatment**, management or care is a clear breach of an established duty of care.

#### **OPTIMAL CARE**

In our experience access to the best doctors, diagnostics and optimal care, particularly in Europe but also across many destinations worldwide, is to be found within the regulated environment of state hospitals. Whilst they don't always look as nice as some private facilities, we have experience of good clinical outcomes without the risk of a patients' health being compromised by commercial interest, or immoral and dangerous practices such as extortion, detainment and withdrawal of treatment. If you would like to know more about our approach to best medical care overseas and repatriation planning, please visit our website www.ourphilosophies.co.uk.

#### IN THE EVENT THAT YOU DO RECEIVE OUT-PATIENT TREATMENT WHEN YOU ARE TRAVELLING

In European Union Countries – if you present yourself at a public facility you should show your EHIC.

In Australia - you should enrol for Medicare, and have it accepted.

Using these agreements in public facilities will mean that medical treatment will be free, or at a reduced cost, and your standard policy excess will be waived from any claim you may make. If you are unable to use the EHIC, you will have to pay the medical facility and submit a claim when you get home, the policy excess will then be applied.

In Turkey, Cyprus, Egypt and Bulgaria – we utilise the services of Global Excel who can arrange for the bill to be paid directly. You simply fill in a Global Excel form in the medical facility to confirm the nature of the treatment received and pay your policy excess to the facility. They will then send the remaining bill directly to Global Excel for payment. More information can be found here www.globalexcel.com.

Everywhere else in the World – if there is not suitable public facility that will treat you free of charge, you can pay the medical facility and retain all receipts so that you can make a claim when you get home.

PLEASE NOTE: If the costs are likely to exceed £500 or you are admitted to hospital, you should call us on +44 (0) 20 3829 3836.

#### **USA MEDICAL COSTS**

Medical providers in the USA routinely charge international patients many times higher than it costs them to provide service. As this policy covers customary and reasonable medical expenses, we will not pay excessive or inflated charges for your treatment, so it is important that you do not pay any medical providers up front, either at the time of your treatment or on your return to your home country. They may engage the services of collection agencies but any correspondence should simply be sent on to us, unanswered: there is no lawful action that can be taken which we cannot step in and take over on your behalf.

## Policy A: Your Pre Travel Policy

## 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:

- The death, accidental bodily injury, illness (excluding contracting Covid-19), disease, or complications arising as a direct result of pregnancy of:
  - a) vou
  - b) any person who **you** are travelling or have arranged to travel with
  - c) any person who you have arranged to stay with
  - d) your close relative
  - e) your close business associate.
- 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.
- 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).
- 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 cancellation could not reasonably have been expected at the time when you purchased this insurance or at the time of booking any trip.
- The Police or other authorities requesting you to stay at or 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

- There is no cover under this policy for cancellation, abandonment or curtailment claims if the Foreign, Commonwealth and Development Office (FCDO) advises you not to travel, for example when the FCDO advise against all but essential travel to an area affected by Coronavirus, COVID-19, Severe Acute Respiratory Syndrome (SARS-COV-2) or any mutation of Coronavirus, COVID-19 or SARS-COV-2.
- If you fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as you find out it is necessary to cancel the trip, the amount we will pay will be limited to the cancellation charges that would have otherwise applied.
- 3. 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 medical practitioner 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 medical practitioner 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

 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. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- 3. 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.
  - the cancellation of **your trip** by the Tour Operator.
- 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.
- Anything mentioned in 'What is not covered' on pages 9 & 10 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 medical practitioner explaining why it
  was necessary for you to cancel the trip.
- 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 020 3829 3828

## Section A2 - Scheduled airline failure

#### What is covered

**We** will pay **you** up to the amounts shown in the **schedule of benefits** for irrecoverable sums paid in advance in the event of insolvency of the scheduled airline provider not forming part of an inclusive holiday prior to departure.

#### 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. Scheduled flights not booked within the United Kingdom.
- Scheduled flights not booked through a bonded travel agent or direct with a scheduled airline.
- 4. The financial failure of:
  - a) any scheduled airline in chapter 11 or national equivalent, or for which threat of insolvency was public knowledge, at the date this policy was purchased by you or the date your trip was booked, whichever is the later.
  - b) any scheduled airline who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim).
  - any travel agent, tour organiser, booking agent or consolidator with whom you have booked a scheduled flight.
- The cost of any pre-booked accommodation, tours, excursions or rental vehicles.
- 6. Charter flights.
- Flights booked with a schedule airline being taken over/forming part of a merger.
- 8. Anything mentioned in 'What is not covered' on pages 9 & 10 applicable to all sections of the policy.

#### To make a claim under this section please call 020 3829 3828

## **Policy B: Your Travel Policy**

## 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  $\mathfrak{L}250$ ) 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:

- The death, accidental bodily injury, illness (excluding contracting Covid-19), disease, or complications arising as a direct result of pregnancy of:
  - a) you
  - b) any person who **you** are travelling or have arranged to travel with
  - c) any person who **you** have arranged to stay with
  - d) your close relative
  - e) your close business associate.
- 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.
- 3. 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.
- 4. The Police or other authorities requesting you to stay at or 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

- There is no cover under this policy for cancellation, abandonment or curtailment claims if the Foreign, Commonwealth and Development Office (FCDO) advises you not to travel, for example when the FCDO advise against all but essential travel to an area affected by Coronavirus, COVID-19, Severe Acute Respiratory Syndrome (SARS-COV-2) or any mutation of Coronavirus, COVID-19 or SARS-COV-2.
- You must get (at your own expense) a medical certificate from a medical practitioner and the prior approval of the Assistance Team 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. The cost of your unused original tickets where the Assistance Team 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.
- Any curtailment travel costs that are not to the same standard as your original return tickets.
- 4. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- 5. Any claims arising directly or indirectly from:
  - a) 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.
  - 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.
- 8. Any resumption of **your trip** once it has been **curtailed**. There is no further cover once **you** have returned to **your home area**.
- Anything mentioned in 'What is not covered' on pages 9 & 10 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 medical practitioner 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.
- 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 3829 3836

## 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.

#### 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:

- 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 Assistance Team 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
  - incurred by you when you receive calls on your mobile phone from the Assistance Team for which you are able to provide receipts or other reasonable evidence to show the cost of the calls.
- 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
  - 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 Assistance Team, 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.

7. With the prior authorisation of the Assistance Team, 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 Assistance Team agree otherwise.

## Special conditions relating to claims

- You must tell the Assistance Team 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.
- 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 Assistance Team or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and / or travel safely to **your home area** or a suitable hospital nearby to continue treatment.
- 3. 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.
- Private medical treatment, unless in agreement with the Assistance Team 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.
- 4. Medical costs in excess of customary and reasonable levels of charging.
- Any claim where you travelled against FCDO, government, local authority or medical advice relating to any infectious disease (including Covid-19).
- 6. The cost of your unused original tickets where the Assistance Team 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 we have incurred which are medically necessary to repatriate you to your home.
- 7. Any claim where:
  - a) the risk associated with bringing you home is greater than the risk of you remaining in resort, or
  - your return home would present unnecessary risk to other travellers.
- 8. Any claims arising directly or indirectly for:
  - 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 Assistance Team or us (based on information provided by the medical practitioner in attendance), can be delayed reasonably until your return to your home area.
  - d) Expenses incurred in obtaining 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 medical practitioner, you should always travel with plenty of extra medication in case of travel delays.
  - e) Additional costs arising from single or private room accommodation.
  - Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the Assistance Team.
  - g) Any costs incurred by you to visit another person in hospital.
  - h) Any expenses incurred after you have returned to your home area.
  - 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. are funded by, or are recoverable from the Health Authority in your home area. or
- 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 Assistance Team
- Anything mentioned in 'What is not covered' on pages 9 & 10 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 Assistance Team.
- 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 3829 3836

or for other claims 020 3829 3828

## 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 medical practitioner outside your home area as a result of accidental bodily injury, illness or disease you sustain.

**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 Assistance Team 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 medical practitioner.

#### 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 Assistance Team 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 Assistance Team (based on information provided by the medical practitioner in attendance), can be delayed reasonably until your return to your home area.
  - 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 9 & 10 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 medical practitioner 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 020 3829 3828

## Section B4 – Personal accident

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

#### Loss of limb

- means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

#### Loss of sight

- means total and irrecoverable *loss of sight* which shall be considered as having occurred:
- in both eyes, if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- o) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

#### 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

Our medical practitioner may examine you as often as they consider necessary if you make a claim.

#### **Provisions**

Benefit is not payable to **you**:

- Under more than one of the items shown in the Schedule of benefits under this section.
- Under permanent total disablement until 24 continuous calendar months after the date you sustain accidental bodily injury.
- 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
  - the extent to which the disability is affected by the disability or condition before the accidental bodily injury occurred.
- The death benefit will be paid to the deceased insured person's estate.

#### What is not covered

 Anything mentioned in 'What is not covered' on pages 9 & 10 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 020 3829 3828

## Section B5 - Baggage

#### 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 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.
- 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  $\mathbf{we}$  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.
- 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).
  - 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
- 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).
- 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.
- Loss or damage due to breakage of **sports equipment** or damage to sports clothing whilst in use.
- 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 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.
- Loss or theft of car keys, duty free items such as tobacco products, alcohol and perfumes.
- Any claim evidenced by any other report not specified in this section, unless otherwise agreed by us.
- Anything mentioned in 'What is not covered' on pages 9 & 10 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 020 3829 3828

## 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.
- 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.
- 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.
- 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).
  - keep all travel tickets and tags for submission to us 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
- 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.
- 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.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.
- 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.
- Anything mentioned in 'What is not covered' on pages 9 & 10 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 020 3829 3828

## 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:

- 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

- You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our permission in writing.
- 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

- 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.
  - 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.
  - 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.
  - that falls on you by agreement and would not have done if such agreement did not exist.
  - any liability for accidental bodily injury suffered by you or any member of your family, a friend or a travelling companion.
- 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.
- Anything mentioned in 'What is not covered' on pages 9 & 10 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 020 3829 3828

## 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 and Development Office (FCDO) advises you not to travel, for example when the FCDO advise against all but essential travel to an area affected by Coronavirus, COVID-19, Severe Acute Respiratory Syndrome (SARS-COV-2) or any mutation of Coronavirus, COVID-19 or SARS-COV-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

- 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.
  - 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.
  - 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.

- a) The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- 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.
- 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 9 & 10 applicable to all sections of the policy.

#### Claims evidence

3.

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 020 3829 3828

## 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  $\boldsymbol{you}$  are travelling or
- 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

 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.
  - 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.
- Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.
- Anything mentioned in 'What is not covered on pages 9 & 10 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 020 3829 3828

## Section B10 – Legal expenses

#### What is covered

- 30 minutes free legal advice on the telephone for enquiries relating to your insured trip.
- We will pay up to the amount as shown in the Schedule of benefits for legal
  costs incurred in pursuing claims for compensation and damages due to
  your death or personal injury whilst on the trip.

## Special conditions relating to claims

- Legal expenses claims are only considered on the condition that you use Pennington Manches LLP as your legal representative and they will always have complete control over the legal proceedings and the selection, appointment and control of lawyers.
- Where a claim occurs you will supply any reports or information and proof to us and the claims office as may be required.
- Any legal expenses incurred without our prior authorisation or that of the claims office will not be paid.
- We will settle all claims under the Law of the country that you live in within the United Kingdom or the Channel Islands unless we agree otherwise with you.

- Legal proceedings in the USA or Canada follow the contingency fee system operating in North America.
- You accept that if you are awarded compensation and receive payment then all sums paid out by us shall be paid out of that compensation.

#### 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.
- 2. Anything mentioned in the conditions or general exclusions.
- 3. Proceedings in more than one country for the same event.
- Any claim against a carrier, travel agent, tour operator, tour organiser, the insurers or their agents or the claims office.
- 5. Any claim where the estimated recovery is less than £500.
- Costs that can be considered under an arbitration scheme or a complaints procedure.
- 7. Any claim due to damage to any mechanically propelled vehicle.
- Any claim against another insured-person who is a member of your family, a close business associate, a friend or travelling companion, whether insured by us or another provider.
- Anything mentioned in 'What is not covered' on pages 9 & 10 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 0345 241 1875

## Section B11 – Scheduled airline failure

#### What is covered

We will pay you up to the amounts shown in the schedule of benefits, in the event of insolvency of the scheduled airline after your departure, for:

- a) additional pro rata costs incurred by you in replacing that part of the flight arrangements to a similar standard to that originally booked; or
- if curtailment of the trip is unavoidable, the cost of return flights to the United Kingdom to a similar standard to that originally booked.

#### 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. Scheduled flights not booked within the United Kingdom.
- Scheduled flights not booked through a bonded travel agent or direct with a scheduled airline.
- 4. The financial failure of:
  - a) any scheduled airline in chapter 11 or national equivalent, or for which threat of insolvency was public knowledge, at the date this policy was purchased by you or the date your trip was booked, whichever is the later.
  - b) any scheduled airline who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim).
  - c) any travel agent, tour organiser, booking agent or consolidator with whom **you** have booked a scheduled flight.
- The cost of any pre-booked accommodation, tours, excursions or rental vehicles.
- 6. Charter flights.

- Flights booked with a schedule airline being taken over/forming part of a merger.
- 8. Anything mentioned in 'What is not covered' on pages 9 & 10 applicable to all sections of the policy.

To make a claim under this section please call 020 3829 3828

## 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

- 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 9 & 10 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 020 3829 3828

## 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:

**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

- 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 9 & 10 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 020 3829 3828

## 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 B20.5 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, 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 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 *aadaets* 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, or
- c) gifted to you, as long it meets the criteria in points a) or b) above, and you are able to provide a 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,
- 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.
  - cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance;
- 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.
- 18. **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 pages 7 & 8, and
- 'What is not covered applicable to all sections of the policy' on pages 9 & 10.

#### 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 8:00am and 5:30pm Monday to Friday.

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

Or write to:

Davies Group Limited, Unit 8 Fulwood Business Park Caxtion 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

- 1. The intention of this policy is to put you back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the gadget cannot be replaced with an identical gadget of the same age and condition, we will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original gadget. We cannot guarantee that the replacement gadget will be the same colour as the original item.
- 2. Repairs will take place on **your** return to the **UK** and will be carried out using readily available parts. Where possible **we** will use original parts, but in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate **your** manufacturer's warranty, **we** will repair or replace **your** *gadget* for the remaining period of **your** manufacturer's warranty in line with **your** manufacturer's warranty terms and conditions.
- 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:

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

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

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

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

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

If **you want** to know what information is held about **you** by Inter Partner Assistance 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

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.

## For complaints relating to sections A to B13 of this insurance:

1. If your complaint relates to a claim on your policy or the Emergency and Medical assistance provided, please contact the Customer Insights Manager by telephone, mail or email at:

Customer Insights Manager 1 Tower View Kings Hill West Malling ME19 4UY

Telephone 020 3829 6604 or by email to complaints@policyholderclaims.co.uk

2. If your complaint relates to the sale of your policy, please contact Explorer Travel Insurance by telephone, mail or email at;

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

Telephone 0345 373 0253 or by email to enquiries@explorerinsurance.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.

#### **Financial Ombudsman Service**

Should you remain dissatisfied following our written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below:

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

## For complaints relating to section C insurance – Optional Gadget cover:

1. If your complaint relates to a claim, please direct it to:

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

Email: gadgetcomplaints@davies-group.com

Telephone: 0345 0744788

2. If  ${\it your}$  complaint relates to the sale of  ${\it your}$  policy, please direct it to:

The Managing Director Explorer Travel Insurance Suite 9, Chalkwell Lawns 648-656 London Road Westcliff on Sea SSO 9HR Tel: 0345 373 0253

Email: enquiries@explorerinsurance.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

**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.

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.



# Sales & Customer Service 0345 373 0253

Hedical Emergency
+44 (0) 20 3829 3836
See page 13 for full details

Claims 020 3829 3828

## explorerinsurance.co.uk

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FCA Firm Reference Number 583108.