

# RAC Travel Insurance

Policy Wording

My policy number is:

## RAC Travel Insurance

### Welcome

Thank you for choosing RAC Travel Insurance to protect you on your travels

Your policy booklet includes everything you need to make full use of the services and benefits of RAC Travel Insurance. It is important that you can access this document together with your travel insurance certificate and schedule each time you travel. Documents can also be accessed via the online document portal.

You will need to provide these documents as evidence of insurance if you need the services of a hospital or our assistance provider. You will also need to quote your policy number when you contact the Medical Assistance Helpline.

We are committed to meeting the needs of all our customers. If you have a hearing or speech impairment, you can also contact us via the Text Relay service (Next Generation Text). Please dial 18001 followed by the number that you are calling (lines open 8am – 7pm Mon - Fri, 9am to 5pm Sat, closed Sun including Bank Holidays). For visually impaired we can provide documents in large print, braille or on audio cassette. Please contact a member of staff.

If you need to make a claim or you experience any problems when on your travels, rest assured you will receive a prompt, fair and efficient service.

If your circumstances change such as you change your address or experience a change in health, or you need to change your cover, just let us know.

Should you need help in a hurry, all our helplines are listed under Section Important telephone numbers.

### Need medical help abroad?

#### Call us first

- on +44 (0) 1403 289 148 or if you are in the USA or Canada + 1 844 780 0663, or if you are in Mexico 00 1 819 780 0662.
- For non-emergencies, we can help to find you a GP or clinic, or to locate the safest and more appropriate source of treatment you need. Just give us a call on the number above.

Our highly experienced multi-lingual team are available to talk 24 hours a day, to advise you or your travelling companion of what steps to take. Their aim will always be to establish the best treatment available to you in the country you are visiting.

#### Our first steps will always be to:

- confirm that you are in a place of safety;
- establish the best local treatment available to you;
- consider your health and best interests;
- make sure that the necessary medical fees are guaranteed where cover is provided by your policy.

**Important note:** it may affect your claim if you, your travelling companion or a doctor/nurse does not contact us on the number above. We do not cover any costs over £500 where prior agreement regarding treatment has not been obtained from the Medical Assistance Helpline.

We actively monitor the capabilities of medical facilities throughout the world and use this knowledge to determine whether you need to be transferred to a different facility. Once we are satisfied that you are getting the appropriate treatment, we will agree a treatment plan with your treating doctor and you. If you cannot be discharged in time to continue your trip as planned, we will make arrangements to bring you home at the appropriate time.

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## Helpful advice

These seven simple travel tips are just for guidance, and not part of your policy. But follow them, and your holiday will be enjoyable and safe.

### Travel Aware

We are working with the Foreign, Commonwealth & Development Office (FCDO) Travel Advice website [gov.uk/travelaware](https://www.gov.uk/travelaware).

1. Check the Foreign, Commonwealth & Development Office (FCDO) Travel Advice website [gov.uk/travelaware](https://www.gov.uk/travelaware)
2. Get travel insurance, and check **your** cover fits **your** needs.
3. Check what vaccinations **you** need at least six weeks before **you** go and consider whether **you** need to take extra health precautions.
4. Get a good guidebook and get to know **your** destination. Find out about local laws and customs.
5. Make sure **you** have a valid passport that's in good condition, along with the necessary visas and travel permissions.
6. Make copies of **your** passport (including any visa pages) and **your** insurance policy. **You** will also need copies of the Medical Assistance Helpline number and **your** ticket details. Leave these with **family** and friends, along with **your** itinerary and contact details.
7. Take enough money for **your** trip and some back-up funds e.g. travellers' cheques, credit cards or pre-paid currency cards.

For more travel advice, visit the Travel Aware website at [gov.uk/travelaware](https://www.gov.uk/travelaware)

### Reciprocal healthcare agreement

If **you** need medical treatment in Australia or New Zealand **you** must enrol with a local Medicare office. **You** don't need to enrol on arrival but **you** should do this after **you** first receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found online at [www.dh.gov.uk/travellers](https://www.dh.gov.uk/travellers)

If **we** accept liability for a medical expense that's been reduced by the use of either Medicare in Australia, a reciprocal health agreement or private health insurance, **we** won't apply the deduction of a policy **excess** under Section 1: Medical emergency and repatriation expenses.

### Air passengers – Know your rights

The European Union has strengthened **your** rights as an air passenger, so **you** may be entitled to compensation.

**You** may be entitled to compensation.

Make sure **you** know what to expect as a minimum from **your** airline in the event of one of the following:

1. **Denied boarding** – Have **you** been denied boarding because the airline didn't have enough seats on the flight?
2. **Cancelled flight** – Has **your** flight been cancelled?
3. **Long delays** – Has **your** flight been delayed for two hours or more?
4. **Baggage** – Has **your** checked-in baggage been damaged, delayed or lost?
5. **Injury and death by accident(s)** – Have **you** been injured during **your** flight?
6. **Package holidays** – Did **you** get what **you** booked?

To make sure **you** are not left out of pocket visit the passenger rights section at: [https://ec.europa.eu/transport/themes\\_en](https://ec.europa.eu/transport/themes_en) for full details of **your** entitlements.

### What to do first

If **you** experience any of the problems listed **you** should immediately ask the representative of the airline operating **your** flight to deal with **your** problem.

## What to do next

If the operating airline doesn't fulfil their obligations, call the Europe Direct free phone on 00 800 6 7 8 9 10 11 or e-mail [mail@europe-direct.cec.eu.int](mailto:mail@europe-direct.cec.eu.int) for details of how to make **your** claim.

## While you're there:

1. Always retain all receipts for medical expenses.
2. Report losses/thefts to the police immediately and obtain a written report.
3. Don't leave **your personal baggage** or **valuables** unattended at any time, especially at airports and hotels (**valuables** must be kept in a fixed, locked receptacle). Use safety deposit boxes whenever they're available.
4. Always check that the tap water is drinkable before drinking.
5. Avoid raw or under-cooked food.
6. The sun abroad can be much stronger than **you** are used to at **home**. To prevent sunburn and sunstroke always apply protective creams regularly.

## The insurance contract

### About your Policy Booklet:

Throughout your Policy Booklet, certain words have special meanings and these are detailed in Section Words with special meanings, please also see Sections 7, 11, 13 and 16.

RAC Travel Insurance is sold and administered by Hood Travel Limited, registered at Companies House 08318836. Authorised and regulated by the Financial Conduct Authority under registration number 597211. Registered address is at 52/54 Alexandra Street, Southend-on-Sea, Essex, SS1 1BJ.

If **you** have any queries about **your** cover, **you** can call the Customer Helpline and tell them **your** policy number. **We** want **you** to get the most from **your** policy and to do this **you** should:

- Read **your** Policy Booklet and make sure **you** have the level of cover that meets **your** needs
- Make sure **you** have declared any pre-existing medical conditions
- Contact **us** if there are any changes to existing medical conditions or new medical conditions, failure to do so may result in a claim being rejected or payment could be reduced
- Make sure that **you** understand the conditions and exclusions which apply to **your** policy because if **you** do not meet these conditions it may affect any claim **you** make

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

- **Pre-existing medical conditions** (unless terms are agreed in writing by **us**)
- Children and infants for independent travel under a **family** or single parent **family** policy
- Non-insured loss e.g. the cost of obtaining a Police report

The things which are not covered by **your** policy are stated:

- In the 'General exclusions applying to **your** policy'
- Under '**What IS NOT covered**' in each section of cover

Please remember that only those sections **you** have chosen apply to **you**. Please refer to **your** travel insurance certificate and schedule and read it in conjunction with **your** Policy Booklet.

### About your contract:

**Your** policy is a legal contract between **you** and **us**. The two parts – **your** Policy Booklet and **your** travel insurance certificate and schedule – make one legal document and **you** must read them together.

The laws of the **UK** allow both parties to choose the law which will apply to this contract. However, the law which applies to this contract is the law which applies to the part of the **UK** in which **you** normally live unless specified elsewhere in the contract or written agreement has been given for another EU law to apply before the start date shown on **your** travel insurance certificate and schedule. If there is any disagreement, **we** will use **your** Policy Booklet over any other assurances or statements, unless they are confirmed in writing and form part of the insurance policy.

All communication between **you** and **us** will be in English.

**Your** policy is based on all the information **you** gave **us** about **you**, the person(s) named on **your** travel insurance certificate and schedule, **your** trip(s) and personal circumstances when **you** applied for the insurance. Every time **we** or **you** make a change to **your** insurance **we** will send **you** a new travel insurance certificate and schedule. **We** will remind **you** of the details of **your** insurance at least every 12 months. It will give **you** a chance to check that **your** policy still meets **your** needs.

### The Insurers:

Sections 1-6, 8-10 and 12-18 are underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (GLISE).

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Firm Reference Number 769884. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's

website.

ERGO Travel Insurance Services Ltd (ETI) is registered in England and Wales, company number 11091555 Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. Authorised and regulated by the Financial Conduct Authority, register number 805870.

Details about the extent of GLISE's authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from **us** on request.

The **insurer** for Section 7 is DAS Legal Expenses Insurance Company Limited, registered office DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (202106).

The **insurer** for Section 11 is Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Section 13 is arranged and claims administered by Taurus Insurance Services Limited (Taurus), an insurance intermediary licensed and authorised in Gibraltar by the Financial Services Commission under Permission Number 5566 and authorised by the Financial Conduct Authority in the UK under registration number 444830. ERGO Travel Insurance Services Ltd have entered into a Binding Authority Contract reference number TAURUS01032021 with Taurus which authorises Taurus to issue insurance on their behalf.

### Change of insurer

Upon renewal, **we** may change the **insurer**. **We** would notify **you** of this change at the same time as providing any other information regarding renewal. By taking out this policy, **you** consent to this, and agree to be bound by the policy with the new **insurer**, if the terms of **our** renewal quotation are acceptable to **you**. **You** also consent to any steps which are reasonably required in order for the change to be effective, which includes **us** continuing to take the premium for **your** policy and remitting it to the new **insurer**, and to the transfer and processing of any personal data (including sensitive personal data as defined in the Data Protection Act 1998) to and by the new **insurer**.

### Compensation Scheme:

If **you** are resident in England, Scotland, Wales or Northern Ireland, **you** are protected by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at PO Box 300, Mitcheldean, GL17 1DY or by calling 0800 678 1100 or 020 7741 4100. This scheme does not apply to residents of the Channel Islands or the Isle of Man.

### Our part of the contract is as follows:

**We** provide the cover set out in **your** Policy Booklet. **Your** travel insurance certificate and schedule shows which sections of **your** Policy Booklet **you** chose, and the total premium. This cover will only apply for people named on **your** travel insurance certificate and schedule during the **insurance period** shown on **your** travel insurance certificate and schedule and within the geographical limits shown on **your** travel insurance certificate and schedule.

### Your part of the contract is as follows:

**You** must pay the premium for each **insurance period**. **You** can pay the premium with a debit or credit card.

### Cancelling or amending your policy:

Please tell **us** immediately if **your** policy does not meet **your** requirements. If **you** cancel within 14

## The insurance contract

days of the receipt of **your** documentation and **you** have not made a trip or a claim **we** will give **you** a full refund. Following this 14 day period, **you** continue to have the right to cancel **your** policy at any time by contacting **us**.

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

**We** may cancel **your** policy by giving **you** 14 days notice. If this happens **we** will refund the premium **you** have paid for the rest of the **insurance period**.

**Note once your policy has been cancelled your cover will end and you will not be able to make a claim.**

### Exclusions which apply to your policy:

The exclusions which apply to all sections of **your** policy are shown in the Section Exclusions and conditions.

### Fraud:

The contract between **you** and **us** is based on mutual trust and **we** believe that **our** policyholders are honest.

However, if anyone named on **your** travel insurance certificate and schedule or anyone acting for **you**:

- Provides false information or documentation or withholds important information to obtain cover under **your** policy for which **you** do not qualify, or cover at a reduced premium, then:
- **Your** policy may be void
- **We** may be entitled to recover from **you** the amount of any claim already paid under **your** policy
- **We** will not return any premium paid
- **We** will inform the Police and criminal proceedings may follow

In the event that anyone named on **your** travel insurance certificate and schedule or anyone acting for **you**:

1. Makes a claim under **your** policy knowing this to be false or fraudulently exaggerated in any respect or to any degree; or
2. Makes a statement in support of a claim knowing the statement to be false in any

respect; or

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

then **we**:

- Will not pay any part of the claim
- Will at **our** option cancel **your** policy
- Will not return any premium paid
- Will inform the Police and criminal proceedings may follow

### Conditions which apply to your policy:

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

### You must declare all medical conditions and other circumstances:

To make sure **your** policy fully covers **you** for **your** trip, it is important **you** tell **us** about any medical condition affecting the health of the people travelling. **We** will assess the condition and confirm whether **we** can issue a policy to cover claims for that particular condition or any **associated condition**.

Please call the Customer Helpline if **you** answer 'Yes' to any one of the following questions:

Have **you** or anyone named on the policy:

1. ever been diagnosed with or treated for any cancerous, respiratory, heart or circulatory conditions (including problems with blood flow, including strokes, high blood pressure, or high cholesterol)?
2. within the last 2 years been prescribed medication, or attended any type of medical facility such as a medical practitioner's surgery? Or attended a hospital as an out-patient or in-patient?
3. ever been diagnosed with or treated for any



psychological conditions such as stress, anxiety, depression, or eating disorders?

4. been put on a waiting list for treatment or investigation relating to a diagnosed medical condition?
5. been given a terminal prognosis?

Any declared medical conditions will be shown on **your** Medical Declaration. This will confirm the new terms under which cover is provided and must be produced should **you** make a claim, so please keep it in a safe place.

**We** reserve the right not to extend the cover under **your** policy.

**Please note:** There is no cover under this policy where:

1. **You** are travelling or planning to travel:
  - against medical advice; or
  - to obtain medical treatment.
2. At any time during the last five years **you** have been treated for alcohol or drug addiction.
3. **You** or **your** travelling companions have made, or tried to make, 3 or more travel insurance claims in the last 5 years.
4. **You** or **your** travelling companions have any unspent convictions for fraud, theft or malicious damage.

**For a relative, colleague, travelling companion or a friend or relative with whom you have arranged to stay who is not insured but whose health may affect the trip.**

If, at the time of taking out **your** policy or booking a trip, whichever was the later, **your relative, colleague, travelling companion or a friend or relative** with whom **you** had arranged to stay had a medical condition for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months.

**We** will not pay for any claim **you** (or any **insured person**) make, that has anything to do with the medical condition of that **relative, colleague** or travel companion.

### Changes in health

If after **you** purchase **your** policy, or before booking any new trips, any of the following happens:

- **you** are diagnosed with a new medical condition
- **your** doctor, or consultant changes **your** prescribed medication
- **you** receive inpatient medical treatment
- **you** are placed on a waiting list for investigation or medical treatment

then **you** must contact the Customer Helpline. A member of the team will ask **you** specific questions about **your** medical condition(s).

This may result in an additional premium to allow cover to continue for all **pre-existing medical conditions** and associated conditions.

If **we** are unable to continue to provide cover, or if **you** do not wish to pay the additional premium **you** will be entitled to make a claim under Section 2: Cancellation for **your** costs which cannot be recovered elsewhere for trips booked prior to the change in health.

Alternatively, **you** will be entitled to cancel **your** policy, in which case, **we** will refund a proportionate amount of **your** premium.

Please note that **your** doctor, or consultant telling **you** that **you** are well enough to travel does not mean that **you** will be covered for **your pre-existing medical condition(s)**. If **you** have any concerns regarding whether, or not **you** will be covered please contact the Customer Helpline.

### You must prevent loss, theft or damage:

All persons named on **your** travel insurance certificate and schedule must take all reasonable steps to prevent loss, theft or damage to everything covered under **your** policy.

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

### Changes in circumstances:

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

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- **Your** address or email address has changed
- **You** or any person named on **your** travel insurance certificate and schedule are no longer a resident in the **UK**
- **You** require any additional cover to be added to **your** policy
- **Your** trip destination changes and is outside the geographical limits covered by **your** policy
- **You** wish to add another traveller to **your** policy
- There are any changes in **your** health

We may re-assess **your** cover and premiums when we are told about changes in **your** circumstances. If **you** do not tell **us** about a change in **your** circumstances, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

## Countries of travel

### Single Trip policies

#### Europe

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

#### Australia/New Zealand

Australia and New Zealand.

#### Worldwide excluding USA, Canada, the Caribbean and Mexico

All countries in the world excluding the USA, Canada, the islands of the Caribbean and Mexico.

#### Worldwide

All countries of the world.

## Annual Multi Trip policies

#### Europe

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

#### Worldwide excluding USA, Canada, the Caribbean and Mexico

All countries in the world excluding the USA, Canada, the islands of the Caribbean and Mexico.

#### Worldwide

All countries of the world.

## Hazardous activities

**Below are lists of activities that can or cannot be covered by this policy. Please telephone the RAC Customer Helpline if you are unsure as to whether your intended activity is covered by your policy.**

**For all hazardous activities, participation is on a incidental, non-competitive, non-professional basis, unless agreed by us.**

**Some activities are marked with an \* as they do not provide cover under Section 3: Personal accident and Section 4: Personal liability**

**The following activities are covered under this policy**

- Aerobics
- Badminton
- Baseball
- Basketball
- Cricket
- Croquet
- Curling
- Cycling
- Fell Walking

- Fishing
- Football/Soccer
- Golf
- Hiking/Trekking/Walking under 2,500m
- Hockey\*
- Ice Skating
- Jogging
- Marathon Running
- Motorcycling up to 125cc\* (as a passenger or a driver unless **you** are wearing a helmet and as a driver, **you** have held a motorcycle licence, that allows **you** to drive the motorcycle **you** are riding for at least 3 years and have no motoring convictions)
- Mountain Biking (general cross country off road cycling)
- Netball
- Orienteering
- Rambling
- Rounders
- Rowing
- Running
- Sailing/Yachting (only on inland waters or coastal waters within a 12-mile limit from land)
- Snorkelling
- Squash
- Surfing
- Swimming
- Tennis
- Volleyball
- Wakeboarding
- Walking
- Water Polo
- Windsurfing (only on inland waters or coastal waters within a 12-mile limit from land)

### **The following activities are covered under this policy**

If professionally organised and supervised plus you wear appropriate safety equipment and take appropriate safety precautions

- Abseiling\*
- Archery
- Bungee Jumping\*
- Camel Riding
- Canoeing/Kayaking - no white water
- Clay Pigeon Shooting Range\*
- Climbing (on a climbing wall only with belays)

- Elephant Riding
- Go Karting\*
- Horse Riding\* (no racing/jumping/hunting)
- Hot Air Ballooning\*
- Jet Boating\* (as a passenger only)
- Jet Skiing\*
- Karting\*
- Paint Balling\*
- Parascending over water\*
- Pony Trekking\*
- River Tubing (no white water)
- Roller Blading
- Safari (within a vehicle and without the use of guns)
- Scuba Diving up to 30 metres with a dive buddy (with appropriate PADI or BASC qualification)
- Segway\*
- Sledging (by horse or reindeer as a passenger only)
- Swimming with Dolphins
- Tree Top Walking
- Water Skiing (no jumping)
- White Water Rafting up to grade 3
- Zip Lining/Wiring
- Zorbing\*

The following activities are NOT Covered under this policy

- American Football
- Animal Sanctuary/Refuge Work
- Base Jumping
- Big Game Hunting
- Black Water Rafting/Canoeing/Tubing
- BMX Freestyle/Racing/Stunt/Obstacle Riding
- Boulderling
- Boxing
- Canyoning
- Caving / Pot Holing
- Coasteering
- Cycle Racing
- Flying as a passenger (except as a fare paying passenger in a licensed passenger carrying aircraft)
- Free Diving
- Gliding
- Gymnastics
- Hang Gliding

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- High Diving (above 3 meters)
- Kite Surfing
- Lacrosse
- Manual Work (except at ground level and not involving machinery)
- Martial Arts
- Micro Lighting
- Motor Cycling above 125cc
- Mountain Biking – downhill/mega avalanche
- Mountaineering
- Parachuting
- Paragliding
- Parapenting/Paraponting
- Parascending over land
- Polo
- Quad Biking
- Rock Climbing
- Shark Cage Diving
- Sky Diving
- Tombstoning
- Track Days using motorised vehicles
- Triathlon
- Via Ferrata
- Water Ski Jumping
- Weightlifting
- Wrestling

## Winter Sports

Winter Sports (other than curling or ice skating) are excluded unless an additional premium has been paid and accepted. Winter Sports cover is only available to persons aged 65 years and under. Where Winter Sports cover has been purchased **you** are covered for up to 24 days in any one **insurance period** on an Annual Multi Trip policy or for the dates stated on **your** Single Trip Winter Sports travel insurance certificate and schedule. The following activities are covered:

- On piste skiing or on piste snowboarding
- Off-piste skiing or off piste snowboarding where accompanied by a qualified guide or instructor
- Cross country skiing on recognised routes and with a guide
- Ski racing arranged by ski schools for their pupils
- Sledging

Examples of Winter Sports activities not covered are:

- Bobsleighbing
- Heli skiing
- Ice Hockey
- Lugeing
- Use of Skeletons
- Ski Acrobatics
- Ski Jumping
- Snow-mobiling except as a passenger with a professional driver

Please telephone the RAC Customer Helpline if you are unsure as to whether your intended activity is covered by your policy.

## Important notes applying to your policy

- **Your** policy is only available to persons resident in the **UK** and registered with a GP
- **Your** policy is only valid on trips commencing from and returning to the **UK** (**we** do not cover any trip where **you** have already left the **UK** at the time of purchasing this insurance, except where **you** renew an existing Annual Multi Trip policy which falls due for renewal during the trip)
- **Your** policy automatically extends to provide cover if **you** are unable to return **home** by the end of the **insurance period** due to the death, injury or illness of **you** or a **public transport** delay
- There are age limits which apply depending on the type of policy **you** take and the destination **you** travel to
- Single parent **family** cover applies to **you** and up to 5 of **your** children aged 17 and under
- The maximum age for Winter Sports cover is 65 years

## Single Trip Cover

- The maximum duration for any one trip is 94 days or 21 days for a trip to the USA, Canada, the Caribbean and Mexico. If **you** travel for more than the number of days for which **you** have paid for cover **you** will not be covered after the last day for which **you** have paid, unless agreed by **us** in writing.
- Enhanced Gadget Cover, Winter Sports, Golf Cover, Cruise Cover (Single Trip only) or Vehicle Hire Excess Waiver can be included for the **trip duration** provided the appropriate additional

premium has been paid

- The upper age limit is 85 years at the start of **your** policy.

or personal information may invalidate the cover provided.

### Annual Multi Trip Cover

- The maximum duration of any one trip is 22 days for Orange Travel Plus, 32 days for Silver Travel Plus cover, and 45 days for Black Travel Plus cover. There is absolutely no cover offered by the policy whatsoever for trips which are longer than these durations. This would include not insuring **you** for any part of a trip which is longer than these durations
- Winter Sports cover up to a maximum of 24 days in total can be included provided the appropriate additional premium has been paid
- Annual Multi Trip Cover is not valid for trips taken within the **UK**, except when **you** have prebooked accommodation for a minimum of 2 nights
- The upper age limit for Annual Multi Trip cover is 75 years at the start date of the policy
- **Your** children aged 17 or under are only covered when travelling with an adult covered under **your** policy

### Policy Renewal (Automatic) – applicable to Annual Multi Trip policies only

If **you** have opted in to Automatic policy renewals **your** policy will renew automatically unless **you** have advised **us** that **you** do not want **your** annual multi-trip policy to automatically renew, or **you** no longer meet the eligibility criteria. **We** will send **you** a Renewal Notice approximately one month prior to the expiry of the current policy which will include **your** premium for the next year for the base policy without any additional options **you** may have added (**you** will need to request that these are added separately).

If **you** renew on a continuous payment method, **we** will automatically renew **your** policy each year using the payment details **you** have given **us**. Please contact **us** prior to **your** renewal date if **you** wish to renew using a different payment method and/or if **you** have had a significant change in health, need to add on any additional options or need to update **your** personal information.

Failure to notify **us** of any change in **your** health,

## Words with special meanings

### Accident(s)/Accidental

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

### Associated Condition

A medical condition that has a higher likelihood of occurring if **you** have a particular **pre-existing medical condition** than if **you** did not have that **pre-existing medical condition**.

If **you** do not disclose **your pre-existing medical condition(s)** **you** will not be covered for any conditions associated with **your pre-existing medical condition(s)**, which would have been advised to **you** had **you** declared these as requested.

### Colleague

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

### Excess

The amount **you** pay when **you** make a claim. This applies to each incident for each **insured person**.

### Family

**You**, **your** spouse, **your** civil partner or the person (whether or not of the same sex) with whom **you** are permanently cohabiting in a marriage-like relationship together with **your** children, step-children, adopted children, foster children and grandchildren who are aged 17 or under at the start of the **insurance period**.

### Gadget

The item(s) insured by this policy, owned by **you** and shown within the relevant proof of purchase. A **gadget** can be any one of the following items:

Mobile phones, tablets, laptops and PC's (including **custom built**), digital cameras, PC monitors, MP3 players, games consoles, video cameras, camera lenses, bluetooth headsets, satellite navigation devices, PDAs, e-readers, head/earphones, portable health monitoring devices (such as a blood glucose or blood pressure testing kit), wearable technology (such as a smart watch or a health and fitness tracker).

### Golf Equipment

Golf clubs, golf balls, golf bag, golf trolley, golf shoes and essential clothes which **you** own or hire.

### Home

**Your** usual permanent place of residence in the **UK**.

### Insurance Period

The period during which **you** have cover under **your** policy. This is shown on **your** travel insurance certificate and schedule.

### Insured Person/You/Your

Any person named on **your** travel insurance certificate and schedule.

### Insurer

#### Sections 1-6, 8-10 and 12-18

Great Lakes Insurance SE.

#### Section 7

DAS Legal Expenses Insurance Company Ltd.

#### Section 11

Liberty Mutual Insurance Europe SE, provided by International Passenger Protection Limited.

### Permanent Total Disability

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

### Personal Baggage

Each of **your** suitcases (or containers of a similar nature) and their contents, articles **you** are wearing or carrying which are owned by any of **your family**, or for which they are legally responsible, including **valuables** and keys (excluding keys to a hire vehicle) but excluding **gadgets**.

## Personal Money

Cash, cheques, banker's drafts, electronic cash, pre-payment cards, postal and money orders, current postage stamps, phone cards, coupons or vouchers which have a monetary value.

## Pre-Existing Medical Condition

Anything which at the start of the **insurance period** you would answer yes to in the medical conditions declarations

Have **you** or anyone in **your** party:

1. ever been diagnosed with or treated for any cancerous, respiratory, heart or circulatory conditions (problems with blood flow, including strokes, high blood pressure, and cholesterol)?
2. been prescribed medication, or received treatment or attended a medical practitioner's surgery in the last 2 years?
3. ever been diagnosed with or treated for any psychological conditions such as stress, anxiety, depression, or psychiatric condition such as eating disorders, drug or alcohol abuse or mental instability?
4. attended a hospital or clinic as an out-patient or in-patient in the last two years?
5. been currently put on a waiting list for treatment or investigation?
6. been given a terminal prognosis?

## Public Transport

Train, tram, bus, coach, ferry service or airline flight operating to a published timetable.

## Redundant/Redundancy

Being made unemployed under the Employment Rights Act and have been given a notice of **redundancy** and are receiving payment under the current **redundancy** payments legislation and at the time of booking the trip or when **you** purchase this policy whichever is later **you**, **your** travelling companion, or spouse (including a civil partner or co-habitee) had no reason to suspect that they would be made **redundant**.

## Relative

**Your family** (including all **your** children, step-children, adopted children, foster children and grandchildren regardless of their age), **your** mother, father, sister, brother, niece, nephew, fiancé(e), grandparent, in-law, step-family or next of kin.

## Terrorist Action

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

- a. The apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- b. The apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments;
- c. The reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

## Trip(s)

The period of time (as defined under **trip duration**) spent away from **your home** on pre-booked business or leisure travel.

## Trip Duration

- For Annual Multi Trip Cover - the maximum **trip duration** of up to 22 days for Orange Travel Plus, 32 days or Silver Travel Plus cover and 45 days for Black Travel Plus cover. Trips within the **UK** are covered when **you** have prebooked accommodation for a minimum of 2 nights.
- For Single Trip cover - the **trip duration** shown on **your** travel insurance certificate and schedule.

## Words with special meanings

### UK

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

### Valuables

Antiques, jewellery or articles made of or containing gold, silver or other precious metals, precious or semi-precious stones, binoculars, furs and watches.

### War and Civil Unrest

War or warlike operations whether war is declared or not, civil war, invasion, acts of foreign enemies, hostilities, mutiny, uprising, rebellion, revolution, riot, insurrection, civil commotion, conspiracy, military or usurped power, martial law or state of siege.

### Winter Sports Equipment

Skis (including bindings), snow boards (including bindings), boots, ski poles, ice skates and essential clothes which **you** own or hire.

### We/Us/Our

#### Sections 1-6, 8-10 and 12-18

ERGO Travel Insurance Services Ltd on behalf of the **insurer** of these sections.

#### Section 7

DAS Legal Expenses Insurance Company Ltd.

#### Section 11

International Passenger Protection Limited on behalf of the **insurer** of this section.

#### Section 13

Taurus Insurance Services Limited, who administer and arrange the insurance on behalf of the **insurer** of this section..

It is important that you also look at words with special meanings in Section 7: Legal advice and expenses, Section 11: Financial failure cover, Section 13: Gadget cover and Section 16: Wedding cover.



## How to make a claim for any of the following:

For all claims follow these simple steps:

1. Check **your** travel insurance certificate and schedule to see whether **you** have the appropriate cover
  2. Find the relevant section listed below and ensure that **you** have all the claims evidence **we** require. All claims evidence must be supplied at **your** own expense in its original form
  3. Contact one of the following:
    - For claims relating to Sections: 1-6, 8- 10, 12 and 14-18  
RAC Travel Insurance Claims, 308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD.  
phone: 01403 289 151  
email: info@csal.co.uk
    - For claims relating to Section 7: Legal advice and expenses  
DAS Legal Expenses Insurance Company LTD,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH  
phone: 0117 934 0548
    - For claims relating for Section 11: Financial failure cover  
IPP Claims at Sedgwick, Oakleigh House, 14-15 Park Place, Cardiff CF10 3DQ  
Phone: 0345 266 1872  
email: Insolvency-claims@ipplondon.co.uk
- Please quote reference SAFI V1.21 if **you** have Orange Travel Plus or Silver Travel Plus cover and ESFI V1.21 if **you** have Black Travel Plus cover.
- For claims relating to Section 13: Gadget cover  
Taurus Insurance Services Limited, Suite 2209-2217 Eurotowers, Europort Road, Gibraltar  
phone: 0330 880 1751  
email: racgadget@taurus.gi

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

Further to the claims evidence listed below, you may be asked to provide additional information to substantiate your claim.

## Section 1: Medical emergency and repatriation expenses

### Section 2: Cutting short your trip

To make a claim under sections 1 and 2 of **your** policy **you** or anyone on **your** behalf must contact the Medical Assistance Helpline as soon as possible, to authorise any expenses. To make a claim under this section of **your** policy **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your** trip; and
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and

### Section 2: Cancellation

To make a claim under this section of **your** policy **you** or anyone on **your** behalf must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your** trip; and
- Tour Operator's cancellation invoice or unused flight tickets; or
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation; and
- Confirmation from a medical practitioner that **you** or **your** travelling companion are not fit to travel; or
- Confirmation from the Clerk of the Courts office that **you** are required for Jury Service; or
- Confirmation from **your** employer/**your** partner's employer/**your** travelling companion's employer of **redundancy** and period of employment or leave cancelled; or
- Confirmation from a relevant authority that **you** have been instructed to stay at/return **home**; or
- A copy of a death certificate, where appropriate

## Section 3: Personal accident

To make a claim under this section of **your** policy **you** or anyone on **your** behalf must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your** trip; and

## Making a claim

- Detailed medical report from **your** consultant; or
- A copy of a death certificate, where appropriate

### Section 4: Personal liability

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

- Tour Operator's booking invoice or other evidence of **your** trip; and
- Any claim form, summons, or other legal document as soon as **you** receive them; and
- Any reasonable information or help **we** need to deal with the case and **your** claim

Please note **you** must not negotiate, pay, settle, admit or deny any claim without our written agreement.

### Section 5: Travel delay and missed departure

### Section 12: Pet care

To make a claim under sections 5 and 12 of **your** policy **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your** trip; and
- Confirmation from the carrier of the reason and duration of **your** delay; or
- Confirmation from a garage/motoring organisation that breakdown assistance was provided; or
- Confirmation of the delay to **public transport** from the company involved; or
- Confirmation from the Police (if involved) of the circumstances giving rise to the claim

### Section 6: Loss of important documents

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

- Tour Operator's booking invoice or other evidence of **your** trip; and
- Original police report, obtained within 24 hours of the incident or as soon as possible after that; or
- Original receipts for obtaining temporary

documents

### Section 7: Legal advice and expenses

To make a claim under this section of **your** policy **you** must telephone the number listed in the Important telephone numbers section.

### Section 8: Hijack and mugging

### Section 9: Personal baggage and delayed baggage

### Section 10: Personal money

### Section 13: Gadget cover

### Section 14: Winter sports

### Section 15: Golf cover

### Section 16: Wedding cover

To make a claim under sections 8-10 and 13-16 of **your** policy **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your** trip; and
- Original police report, obtained within 24 hours, or as soon as possible after that, of the incident; or
- Courier's report/Property Irregularity Report (PIR) from the carrier (this must be obtained immediately **you** are aware of an incident); and
- Proof of purchase (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/debit card statements etc.); and
- Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate; and
- Household Contents Insurance policy details (please note this will NOT affect **your** Household Insurance premium or No Claims Discount); and
- A report from the resort manager or Tour Operator confirming piste closure, where applicable; and
- Details of the length of **your** stay in hospital, where applicable
- **Gadget** cover - theft or loss of **your** mobile

phone or another SIM enabled device **you** must also contact **your** network provider within 24 hours of discovering the incident to blacklist the IMEI of the device

### Section 17: Cruise cover

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

- Tour Operator's booking invoice or other evidence of **your** trip; and
- Confirmation from the ship's medical officer as to the reason and length of time **you** were confined to **your** cabin; or
- Written confirmation from the cruise operator or tour operator stating the reason and number of missed ports.

## Policy limits and excesses

The limits and excesses shown in the table below are on a per insured person basis unless otherwise indicated.

Section	Benefits	Orange Travel Plus		Silver Travel Plus		Black Travel Plus	
		maximum sum insured	excess	maximum sum insured	excess	maximum sum insured	excess
1. Medical emergency and repatriation expenses							
	Medical and other expenses	£10,000,000	£150	£12,500,000	£95	£15,000,000	£70
	Emergency dental treatment	£250	Nil	£400	Nil	£400	Nil
	Hospital benefit	£30 for every 24 hours up to £200		£50 for every 24 hours up to £1,000		£50 for every 24 hours up to £1,500	
2. Cancellation and cutting short your trip							
	Cancelling and cutting short your trip	£1,500	£150	£3,000	£95	£5,000	£70
3. Personal accident							
	Permanent total disablement (aged 65 and under)	n/a		£7,000	Nil	£10,000	Nil
	Loss of limb or sight (aged 65 and under)			£5,000		£10,000	
	Death benefit (between 18 and 65 years of age)			£7,000		£10,000	
	Death benefit (17 years of age or under)			£2,500		£5,000	
	Death benefit (66 years of age or over)			£1,000		£1,000	
4. Personal liability							
	Personal liability	£2,000,000	£150	£2,000,000	£95	£2,000,000	£70
5. Travel delay and missed departure							
	Delayed departure	£25 for each full 12 hour delay up to £200	Nil	£35 for each full 12 hour delay up to £300	Nil	£50 for each full 12 hour delay up to £400	Nil
	Abandoning your trip	£1,500	£150	£3,000	£95	£5,000	£70
	Missed departure	n/a		£500		£1,000	
6. Loss of important documents							
	Loss of important documents	£250	Nil	£300	Nil	£300	Nil
7. Legal advice and expenses							
	Legal Expenses	£25,000	Nil	£25,000	Nil	£25,000	Nil
8. Hijack and mugging							
	Hijack benefit	n/a		£50 per day up to £750	Nil	£100 per day up to £1,000	Nil
	Mugging cover			£150		£250	
9. Personal baggage and delayed baggage							
	Personal belongings and baggage	£1,000	£150	£1,500	£95	£2,000	£70
	Single Item/pair/ set limit	£250		£300		£400	
	Valuables limit	£250		£300		£400	
	Delayed baggage	£50 after the first 12 hour period of delay up to £200	Nil	£75 after the first 12 hour period of delay up to £500	Nil	£150 after the first 12 hour period of delay up to £750	Nil
10. Personal money							
	Personal money	£300	£150	£350	£95	£500	£70
	Cash limit	£200		£300		£400	
	Cash limit (aged under 18)	£50		£50		£75	

11. Financial failure cover							
	Scheduled airline failure	£1,500	Nil	£2,500	Nil	£2,500	Nil
	End supplier failure	Nil		£2,500		£2,500	
12. Pet care							
	Pet Care	n/a		£50 for every 24 hours up to £250	Nil	£50 for every 24 hours up to £500	Nil
13. Gadget cover							
	Accidental Damage, Theft, Malicious Damage and Loss	£500	£150	£500	£95	£750	£70
	Single Item/pair/ set limit	£500		£500		£750	
	Unauthorised Usage	£1,000	Nil	£1,000	Nil	£1,000	Nil
Enhanced Gadget cover (optional)* Please call us on 0330 159 0409 to add this cover to your policy							
	Accidental Damage, Theft, Malicious Damage and loss	£1,000	£150	£2,000	£95	£3,000	£70
	Single Item/pair/ set limit	£500		£750		£1,000	
	Unauthorised Usage	£1,000	Nil	£1,000	Nil	£1,000	Nil
14. Winter sports (optional) - not available to anyone over 65 years of age. Please call us on 0330 159 0409 to add this cover to your policy.							
	Winter sports equipment you own	£500	£150	£750	£95	£1,000	£70
	Replacement hire of winter sports equipment	£150		£200		£400	
	Single Item/pair/ set limit	£250		£350		£500	
	Hired winter sports equipment	£15 per day up to £250	Nil	£20 per day up to £400	Nil	£25 per day up to £500	Nil
	Ski pack	£15 per day up to £250		£20 per day up to £400		£25 per day up to £500	
	Piste closure	£15 per day up to £250		£20 per day up to £400		£25 per day up to £500	
	Avalanche and landslide closure	£15 per day up to £250		£20 per day up to £400		£25 per day up to £500	
	Physiotherapy in the United Kingdom	£150		£350		£500	
15. Golf cover (optional). Please call us on 0330 159 0409 to add this cover to your policy.							
	Golf equipment	£1,000	£150	£1,500	£95	£2,000	£70
	Single Item/pair/ set limit	£250		£375		£500	
	Golf equipment hire	£25 per day up to £250	Nil	£40 per day up to £400	Nil	£50 per day up to £500	Nil
	Green fees	£25 per day up to £250		£40 per day up to £400		£50 per day up to £500	
16. Wedding cover (optional). Please call us on 0330 159 0409 to add this cover to your policy.							
	Wedding attire	£500 per person	£150	£750 per person	£95	£1,000 per person	£70
	Wedding gifts	£500		£750		£1,000	
	Wedding gifts - cash	£150		£150		£150	
	Single Item/pair/ set limit	£250		£375		£500	
	Wedding rings	£500		£750		£1,000	
	Photographs and video recording	£500		£750		£1,000	

Policy limits and excesses

17. Cruise cover (optional - only available on Single Trip policies). Please call us on 0330 159 0409 to add this cover to your policy.							
	Missed port	£50 per port up to £500	Nil	£75 per port up to £750	Nil	£100 per port up to £1,000	Nil
	Cabin confinement	£50 per 24 hours up to £250		£75 per 24 hours up to £375		£100 per 24 hours up to £500	
	Unused excursions	£300	£150	£500	£95	£750	£70
	Increased personal baggage limits	£1,000		£1,500		£2,500	
	Single Item/pair/ set limit	£250		£300		£400	
	Valuables Limit	£250		£300		£400	
18. COVID-19 cover							
	Medical emergency and repatriation expenses	£10,000,000	£150	£12,500,000	£95	£15,000,000	£70
	Cancellation and cutting short your trip	£1,500		£3,000		£5,000	

\* Enhanced Gadget Cover only applies if the extra premium has been paid for this cover and this is shown on your travel insurance certificate and schedule.

### Section 1: Medical emergency and repatriation expenses

This section of **your** policy explains the cover **we** provide for medical emergency and repatriation expenses whilst on **your** trip. Words with special meanings can be found in Section Words with special meanings.

This section provides insurance for emergency medical costs not covered under a reciprocal health agreement between the government of the **UK** and that of **your** country of loss. It may impact **your** claim if **you** are not registered for these schemes where they are relevant. This is not Private Medical Insurance.

If **we** accept liability for a medical expense that's been reduced by the use of either Medicare in Australia, a reciprocal health agreement or private health insurance, **we** won't apply the deduction of a policy **excess**.

#### What IS covered:

1. Reasonable and necessary medical and hospital expenses, including the cost of the rescue service to take **you** to hospital; and
2. Returning **you** to the **UK** provided this is authorised by **us** or the Medical Assistance Helpline; and
3. Reasonable travel and room only accommodation expenses for a travelling companion or resident in the **UK** to stay with **you** and travel **home** with **you** if this is authorised by **us** or the Medical Assistance Helpline; and
4. Funeral expenses abroad or the cost of transporting **your** body or ashes to **your home**.

For travel to the United States of America reasonable and necessary medical and hospital expenses means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected:

#### Medical and other expenses

- If **you** go into hospital or require any medical assistance; and/or
- If **you** have to return **home** early or extend **your** trip; or
- For reasonable and necessary funeral expenses abroad; or
- For transporting **your** body or ashes back to **your home**

#### Emergency dental treatment

- If **you** require emergency dental treatment for the immediate relief of pain

#### Hospital benefit

- A benefit for every complete 24 hour period **you** are in hospital or confined to **your** trip accommodation

If you are injured or become ill during your trip, our Medical Assistance Helpline:

- may move **you** from one hospital to another; and/or
- arrange for **you** to return to the **UK** at any time.

They will do this if they and the treating doctor think that it is safe for **you** to be moved or returned to the **UK**. If **you** choose not to, **our** liability will end on the date it was deemed safe for **you** to be moved or returned to the **UK**.

Please note we may instruct you to return home if our medical advisers and the medical practitioner treating you decide that you are fit to travel.

#### What IS NOT covered:

- The **excess** (unless when the medical expense costs have been reduced by using Medicare in Australia, a reciprocal health agreement or private health insurance)
- Any costs arising from **your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the end of the trip

## Section 1: Medical emergency and repatriation expenses

- The cost of any medication or drugs which at the start of **your** trip **you** know **you** will need
- The cost of any treatment or surgery (including exploratory tests) which is not directly related to the illness or injury for which **you** went into a hospital or clinic abroad
- The cost of any treatment or surgery (including exploratory tests) which is as a result of **your** participation in a winter sports activity (unless **you** have paid the additional Winter Sports premium and this is shown on **your** travel insurance certificate and schedule)
- Any extra costs as a result of **you** arranging single or private room accommodation at a hospital, clinic or nursing **home**, except where this is necessary for **your** treatment and approved by the Medical Assistance Helpline in advance
- Any provision of dentures, false limbs, hearing aids, contact or corneal lenses or prescription spectacles
- Any in-patient, hospital, clinic or repatriation expenses in excess of £500 which have not been reported to and authorised by the Medical Assistance Helpline in advance
- The cost of any treatment, surgery (including exploratory tests), cosmetic or elective surgery which, in the opinion of the medical practitioner treating **you** or the Medical Assistance Helpline can reasonably be delayed until **you** return **home**
- Any taxi fare, other than those for **your** travel to and from hospital, relating to **your** admission, discharge or attendance for out-patient treatment or appointments; or for the collection of medication prescribed for **you** by the hospital forming part of this claim (NOTE: Any costs incurred by **you** to visit another person in hospital are not covered)
- Any food, drinks, toiletries or faxes
- Any phone calls or costs, other than:
  - calls to the Medical Assistance Helpline telling them about the problem and for which **you** can provide a receipt or other evidence to show the cost of the call and the number dialled; or
  - costs incurred by **you** when **you** receive calls on **your** mobile phone from **our** Medical Assistance Helpline for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls
- Any expenses that arise after **we** have instructed **you** to return **home** if **our** medical advisers and the medical practitioner treating **you** decide **you** are fit to travel
- Any expenses that arise after 12 months of treatment
- Any cost where **you** do not comply with the treatment agreed by the treating doctor and the Medical Assistance Helpline
- Any costs which are covered under a reciprocal health agreement between the government of the **UK** and that of **your** country of loss)
- Any costs as a result of **you** not taking **your** prescribed medication
- Any claim for **you** motorcycling:
  - As a rider or passenger on a machine over 125cc; or
  - As a rider on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** have held a motorcycle licence for at least 3 years and are conviction free
- Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions.



## Section 2: Cancellation and cutting short your trip

This section of **your** policy explains the cover we provide if **you** cancel or cut short **your** trip. Words with special meaning can be found in Section Words with special meanings.

If you fail to notify the travel agent, tour operator or provider of transport/accommodation immediately upon finding it necessary to cancel the trip, our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.

If you cancel your trip due to bodily injury or illness you must provide a medical certificate from a medical practitioner stating that this necessarily and reasonably prevented you from travelling.

Please note Cancellation cover terminates at the start of your trip.

### What IS covered:

1. Unused non-refundable pre-booked travel and accommodation expenses which **you** have paid or are contracted to pay; and
2. Unused non-refundable pre-booked excursions which **you** have paid or are contracted to pay; and
3. Reasonable additional travel and accommodation expenses which **you** incur returning to the **UK** which on medical advice is necessary and unavoidable as a result of bullet point 1 below.

Please note if you are cutting short your trip payments will be calculated on a pro-rata basis taking into consideration unused accommodation and excursions.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected, for your share of the cost of your trip as a result of:

- The death, injury or illness, as certified by a medical practitioner, of **you**, **your relative** or **colleague** or travelling companion or a friend or **relative** with whom **you** had arranged to stay; or

- **Your** attendance at a court of law as a witness (except as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office; or
- **You** or **your** travelling companion is a member of the Armed Forces, Police, Ambulance, Fire or Nursing Service and authorised leave is cancelled due to an unexpected emergency or a posting overseas at the time of **your** trip; or
- **You** or **your** travelling companion are instructed to stay at **home** (within 14 days of **your** departure date) or return **home** by a relevant authority due to severe damage to **your home** or place of business in the **UK** caused by serious fire, explosion, storm, flood, subsidence or burglary; or
- **Your redundancy** or that of **your** travelling companion or **your** spouse (including a civil partner or co-habitee) notified to **you** after the purchase of this policy or after the date the trip was booked, whichever is the later; or
- **Your** cancellation of the trip as a result of a travel delay under Section 5: Travel delay and missed departure where the delay is in excess of 12 hours at **your** first international departure point from the **UK**

Please note we may instruct you to return home if our medical advisers and the medical practitioner treating you decide that you are fit to travel.

### What IS NOT covered:

- The **excess**
- Any costs arising from **your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks (16 weeks for a multiple birth) after the end of the trip
- Any claim as a result of **your** decision to cancel/ cut short **your** trip for reasons other than those listed within this section
- Any additional expenses resulting from **you** not cancelling or cutting short **your** trip as soon as reasonably possible
- Any claim as a result of **your** failure to have the required passport, visa or other relevant travel permissions
- Any claim as a result of the failure in provision of any service connected with **your** trip including

## Section 2: Cancellation and cutting short your trip

- error, omission, financial failure, or default of, or by the provider of, any service, travel agent, tour operator or organiser through whom **you** booked the trip
- Any claim as a result of death or illness of any pet or animals with exception of guide dogs
  - Any claim as a result of **your** disinclination to travel or personal or financial circumstances (other than **you** being made **redundant**)
  - Any loss in respect of Air Passenger Duty (this can be reclaimed by **you** through **your** travel agent or airline)
  - Any claim if at the time of taking out **your** policy or booking a trip, whichever was the later, **your** **relative, colleague**, travelling companion or a friend or **relative** with whom **you** had arranged to stay had a medical condition for which he or she:
    - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
    - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
    - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months
  - Any claim as a result of **your** late arrival at the airport, port or station after check-in or booking-in time
  - Any claim as a result of the operation of law or any unlawful or criminal proceedings of anyone on whom the trip depends, other than attendance as a witness at a Court of Law
  - Any claim as a result of strike, industrial action, delays or disruptions if the situation exists, or is publicly declared on or before the date **your** travel insurance certificate and schedule is issued or on or before the date **you** booked **your** trip, whichever is later
  - Any additional travel and accommodation expenses incurred that are not considered necessary or authorised by the Medical Assistance Helpline in advance
  - Any loss of enjoyment of the trip however caused
  - Any claim as a result of **your** participation in a winter sports activity (unless **you** have paid the additional Winter Sports premium and this is shown on **your** travel insurance certificate and schedule)
  - Any unused or refundable portion of **your** original travel ticket where repatriation has been made
  - Any claim as a result of **your** failure to have a pre-paid return ticket to the **UK** at the start of **your** trip unless otherwise agreed by **us** in writing
  - Any claim for management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements
  - Any claim for promotional vouchers or reward points such as Air Miles or Avios points
  - Any costs as a result of **you** not taking **your** prescribed medication
  - **You** being on a hospital waiting list where the claim relates to **you** accepting an appointment that causes **you** to cancel or cut short **your** trip
  - **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**

Please note you cannot claim under both this section and Section 5: Travel delay and missed departure for the same event or series of events.

## Section 3: Personal accident

(this section does not apply if you have selected **Other Cover**)

This section of **your** policy explains the cover **we** provide for a personal accident whilst on **your** trip. Words with special meanings can be found in Section Words with special meanings.

### What IS covered:

1. Permanent total disablement as a result of an **accident**; or
2. Permanent loss of or loss of use of one or more limbs as a result of an **accident**; or
3. Permanent and complete loss of all sight in one or both eyes as a result of an **accident**; or
4. Death as a result of an **accident**

**We will pay you the amount shown in the Policy limits and excesses table for the level of cover you have selected:**

#### Permanent total disablement

- Permanent total disablement as a result of an **accident**; or

#### Loss of limb or sight

- Permanent loss of or loss of use of one or more limbs as a result of an **accident**; or
- Permanent and complete loss of all sight in one or both eyes as a result of an **accident**

#### Death benefit

- **We will pay your** legal personal representative(s) the amount shown in the Policy limits and excesses table for the level of cover **you** have selected for **your** death as a result of an **accident**

**Please note the maximum amount of all benefits we will pay under this section for one or more accidents sustained by you shall not exceed the amount shown in the Policy limits and excesses table for the level of cover you have selected.**

### What IS NOT covered:

- Any claim which does not occur within 12 months of the **accident**
- Any claim as a result of a business trip within the **UK** unless **you** are travelling as a fare paying passenger on **public transport**
- Any claim for sickness, disease, nervous shock or naturally occurring condition or degenerative disease
- Any claim from **you** engaging in a hazardous activity where this policy specifically states that personal accident cover is excluded or where the sport or activity is not listed as covered or is specifically excluded, unless otherwise agreed by **us**
- Any claim for **you** motorcycling:
  - As a rider or passenger on a machine over 125cc; or
  - As a rider on a machine 125cc or under unless **you** wear a crash helmet and, as a rider, **you** have held a motorcycle licence for at least 3 years and are conviction free
- **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**

## Section 4: Personal liability

### Section 4: Personal liability

This section of **your** policy explains the cover **we** provide for personal liability whilst on **your** trip. Words with special meanings can be found in Section Words with special meanings.

#### What IS covered:

1. Injury, illness, death or disease to another person that **you** cause; and
2. Loss of or damage to another person's property that **you** cause.

**We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:**

- Legal costs and expenses **you** become legally liable to pay as compensation for any incident or series of incidents; and
- **Your** costs and expenses that **we** have agreed in writing

**Please note our total liability under this section for any one incident or series of incidents shall not exceed the amount shown in the Policy limits and excesses table for the level of cover you have selected.**

**You must send us any claim form, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our written agreement.**

#### What IS NOT covered:

- The **excess**
- Any claim as a result of a business trip within the **UK** unless **you** are travelling as a fare paying passenger on **public transport**
- Any claim from **you** engaging in a hazardous activity where this policy specifically states that personal liability cover is excluded or where the sport or activity is not listed as covered or is specifically excluded, unless otherwise agreed by **us**

- Any claim arising directly or indirectly for any liability for injury, illness, death or disease to another person or loss of or damage to another person's property:
  - a. Where cover is provided for **your** liability under any other insurance.
  - b. Which is suffered by anyone who is under a contract of service with **you** or any member of **your family** and is caused by the work **you** employ them to do.
  - c. Which is caused by any deliberate, unlawful, malicious or wilful act or omission by **you**.
  - d. Which is made against **you** by a **relative**.
  - e. Which is caused by **your** ownership, care, custody or control of any animal.
  - f. Which falls on **you** by agreement and would not have done if such agreement did not exist.
  - g. Which is caused by **your** employment, profession or business or that of any member of **your family**.
  - h. Which is subject to any criminal proceedings.
  - i. Which is due to **your** ownership, possession or use of vehicles, aircraft, watercraft, firearms or explosive devices.
  - j. Which is caused by **your** ownership or occupation of land or buildings (other than occupation only of any temporary residence, with the exception of time-share).
- **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**

### Section 5: Travel delay and missed departure

This section of **your** policy explains the cover we provide for travel delay or missed departure whilst on **your** trip. Words with special meanings can be found in Section Words with special meanings.

The benefit provided under 1. below is intended to provide compensation if you are delayed at your point of departure and is only applicable if you have travelled there and checked-in. If you have not travelled to your departure point you will not be covered even if you have checked-in online.

#### What IS covered:

1. A delay resulting in **you** departing at least 12 hours after **your** original scheduled departure time; and
2. Abandonment of **your** trip following a 12 hour delay at **your** first international departure point in the **UK**; and
3. Arriving too late (as shown on **your** ticket) to board **your** booked transport at **your** last departure point from the **UK** or **your** last departure point for **your** return to the **UK** as a result of:
  - a. **Public transport** services failing to get **you** to **your** departure point due to strike, industrial action, adverse weather conditions, mechanical failure or direct involvement in an accident; or
  - b. The private motor vehicle in which **you** are travelling being directly involved in an accident or breaking down.
  - c. A delay involving the vehicle in which **you** are travelling in because of unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:

#### Delayed departure

- A benefit for the first complete 12 hours of **your** delay, then

- A benefit for every complete 12 hour delay after that; or

#### Abandoning your trip

- Refund **your** share of the cost of **your** trip as a result of point 2 above (under Section 2: Cancellation and cutting short **your** trip); or

#### Missed departure

- **Your** reasonable and necessary extra travel and accommodation expenses (room only) to allow **you** to get to **your** trip destination or to return home as a result of **your** missed departure due to one of the reasons set out in point 3 above

If you are a resident of Northern Ireland, cover under this section is extended to include international departures from ports/airports within the Republic of Ireland.

#### What IS NOT covered:

- Any trips within the **UK** (except for trips to the Channel Islands)
- Any claim unless **you** have written confirmation from the carrier or their handling agents detailing the reason for the delay, the scheduled departure time and the actual departure time
- Any additional expenses incurred as a result of a delay to **your** original scheduled departure time
- Any claim where the carrier or their handling agents provide alternative transport which departs within 12 hours of the original scheduled departure time
- Any claim as a result of the airline over booking **your** flight
- Any claim as a result of strike or industrial action, delays or disruptions arising from weather conditions which had started or were publicly declared on or before the date **your** travel insurance certificate and schedule is issued or on or before the date **you** booked **your** trip, whichever is later
- Any claim as a result of **your** failure to check-in at **your** departure point by the time shown on **your** travel itinerary except in those circumstances outlined in point 3
- Any claim as a result of heavy traffic or road closures where **you** have not obtained confirmation that the delays were sufficiently

## Section 5: Travel delay and missed departure

severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press

- Any claim as a result of **your** failure to allow sufficient time for the **public transport** to arrive on schedule and deliver **you** to **your** departure point
- Any claim as a result of **your** private motor vehicle in which **you** are travelling not having been properly serviced and maintained, in the event of vehicle breakdown
- **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**

## Section 6: Loss of important documents

This section of **your** policy explains the cover we provide for lost or stolen important documents whilst on **your** trip. Words with special meanings can be found in Section Words with special meanings.

### What IS covered:

1. Loss or theft of **your** passport; and
2. Loss or theft of **your** driving licence; and
3. Loss or theft of **your** travel documents

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:

- A temporary replacement passport whilst on **your** trip; and
- A replacement passport when **you** are back in the **UK**; and
- The replacement or restoration of **your** driving licence and travel documents listed above; and
- **Your** reasonable travel and accommodation expenses in obtaining replacement documents whilst on **your** trip

### What IS NOT covered:

- The **excess**
- Any claim for the loss or theft of items that are not kept on **your** person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in **your** trip accommodation
- Any claim for items packed in suitcases or other similar **personal baggage** or in containers, which are out of sight and out of personal control where **you** are not in a position to prevent unauthorised interference with **your** property
- Any claim for the loss of **your** passport not reported to the Police and the Consular Representative of the relevant issuing country within 24 hours of discovery or as soon as possible after that and a written report is not obtained from them

- Any claim for the loss of **your** driving licence or travel documents not reported to the Police within 24 hours of discovery or as soon as possible after that and a written report is not obtained from them
- Any claim for loss or damage arising from confiscation or detention by Customs or other officials
- **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**

## Section 7: Legal advice and expenses

### Section 7: Legal advice and expenses

**Important - cover under this Section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS). The legal advice service is provided by DAS Law Limited and or a preferred law firm on behalf of DAS.**

#### DAS LEGAL EXPENSES INSURANCE COMPANY

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, Registered in England and Wales, Company Number 103274, Website: [www.das.co.uk](http://www.das.co.uk)

**DAS agrees to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:**

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the **insured incident** is during the **insurance period**
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered** and
4. the **insured incident** happens within the **countries covered**.

#### What DAS will pay

**DAS will pay an appointed representative, on the insured person's behalf, costs and expenses incurred following an insured incident, provided that:**

- a. the most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £25,000
- b. the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the statutory time limits allowed that the **insured person** wants to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- d. for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

#### What DAS will not pay

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the insured person will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

#### Definitions applicable to this Section

The following words have these meanings wherever they appear in this section in **bold**:

#### Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **DAS** will appoint to act on behalf of the **insured person**.



### Costs and expenses

- a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**
- b. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **DAS'** agreement.

### Countries covered

Worldwide.

### DAS

DAS Legal Expenses Insurance Company Limited.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

### Date of occurrence

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured person** first became aware of it.)

### Insured incident

A specific or sudden accident that causes death or bodily injury to the **insured person**.

### Insured person

Any person named on the travel insurance certificate and schedule.

### Preferred law firm

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

### Reasonable prospects

The prospects that the **Insured person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS'** behalf, will assess whether there are **reasonable prospects**.

### What IS covered:

**Costs and expenses** to pursue the **insured person's** legal rights following a specific or sudden accident that causes death or bodily injury to the **insured person**.

### What IS NOT covered

**DAS** will not pay for the following:

1. Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
2. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **insured person**.
3. Defending an **insured person's** legal rights, but **DAS** will cover defending a counter-claim.
4. Clinical negligence.

### Exclusions applying to this section - Also see General policy exclusions

1. A claim where an **insured person** has failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or **DAS** consider their position has been prejudiced.
2. An incident or matter arising before the start of this cover.
3. Costs and expenses incurred before **DAS'** written acceptance of a claim.
4. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.

## Section 7: Legal advice and expenses

5. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
6. A dispute with **DAS** not otherwise dealt with under section condition 7.
7. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
8. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
9. A claim against ERGO Travel Insurance Services Ltd, Great Lakes Insurance SE or their respective agents.
10. Any claim where you are not represented by a law firm or barrister.
- d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
- 2.a. An **insured person** must co-operate fully with **DAS** and the **appointed representative**.
- b. An **insured person** must give the **appointed representative** any instructions that **DAS** ask an **insured person** to give.
- 3.a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **DAS'** written consent.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- c. **DAS** may decide to pay an **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle any claim in an **insured person's** name. An **insured person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.

### Additional conditions applying to this section

- 1.a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle an **insured person's** claim by negotiation without having to go to court.
- b. If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- c. If the **insured person** chooses a law firm as their **appointed representative** which is not a **preferred law firm**, **DAS** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- 4.a. An **insured person** must instruct the **appointed representative** to have costs and expenses taxed, assessed or audited if **DAS** ask for this.
- b. An **insured person** must take every step to recover **costs and expenses** and court attendance expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another appointed representative.
6. If an **insured person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **insured person** any costs and expenses **DAS** has paid.

## Section 7: Legal advice and expenses

7. If there is a disagreement about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

8. **DAS** may require an **insured person** to get, at the **insured person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or makes a successful defence.
9. An **insured person** must:
- keep to the terms and conditions of this section
  - take reasonable steps to avoid and prevent claims
  - take reasonable steps to avoid incurring unnecessary costs
  - send everything **DAS** asks for, in writing, and
  - report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or **DAS** will not pay the claim if:
- a claim an **insured person** has made

to obtain benefit under this section is fraudulent or intentionally exaggerated, or

- a false declaration or statement is made in support of a claim.

11. Apart from **DAS**, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another Policy, or would have been covered if this section did not exist, **DAS** will only pay **DAS'** share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

### Eurolaw Legal Advice

**DAS** will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

An **insured person** can contact **DAS'** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call the **insured person** back depending on the **insured person's** enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an **insured person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

To help check and improve service standards, **DAS** may record all calls.

To contact the above service, phone **DAS** on +44 (0) 117 934 0548. When phoning, please quote the policy number.

## Section 7: Legal advice and expenses

**DAS** will not accept responsibility if the Helpline Service is unavailable for reasons **DAS** cannot control.

### Data Protection

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information. **DAS** may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from the **insured person**, the third party dealing with your claim or from the authorised partner who sold this policy.

### Who DAS Are

**DAS** is part of **DAS Legal Expenses Insurance Company Limited** which is part of **DAS UK Holdings Limited (DAS UK Group)**. The uses of personal data by **DAS** and members of the **DAS UK Group** are covered by **DAS** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How DAS Will Use Your Information

**DAS** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the **DAS UK Group**, so they may contact you for your feedback. If the policy includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim. **DAS** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**DAS** will not disclose the personal data to any other person or organisation unless **DAS** are required to by **DAS'** legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS'** website.

### What Is DAS' Legal Basis For Processing Your Information?

It is necessary for **DAS** to use the personal information to perform **their** obligations in accordance with any contract that **DAS** may have with the person taking out this policy. It is also in **DAS'** legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this policy.

### How Long Will Your Information Be Held For?

**We** will retain personal data for 7 years. **DAS** will only retain and use the personal data thereafter as necessary to comply with **DAS'** legal obligations, resolve disputes, and enforce **DAS** agreements. If **you** no longer want **DAS** to use the personal data, please contact **DAS** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### Got a Question

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal

data held, including automated decision-making

- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How To Make A Complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## Section 8: Hijack and mugging

## Section 8: Hijack and mugging

**(this section does not apply if you have selected Orange Cover)**

This section of **your** policy explains the cover we provide if **you** are hijacked during **your** trip or hospitalised as a result of a mugging whilst on **your** trip. Words with special meanings can be found in Section Words with special meanings.

### What IS covered:

1. If **you** are hijacked during **your** trip
2. If **you** are admitted to hospital as a result of a mugging

**We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected:**

#### Hijack

- A benefit for each 24 hour period **you** are hijacked

#### Mugging

- A benefit if **you** are hospitalised following a mugging

### What IS NOT covered:

- Any claim if **you** do not obtain a Police report of the mugging and confirmation of **your** injuries and period of in-patient treatment from the hospital
- Compensation for a hijack unless **you** get a letter from the airline, railway company, shipping line or other transport provider confirming the hijack and the dates
- **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**

## Section 9: Personal baggage and delayed baggage

This section of **your** policy explains the cover we provide for **your personal baggage** and delayed baggage whilst on **your** trip. Words with special meanings can be found in Section Words with special meanings.

### What IS covered:

#### Personal baggage

1. Loss or theft of or damage to **your personal baggage**.

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected to:

- Replace, reinstate or repair **your personal baggage**

Claims will be considered on a new for old basis provided the item is less than 2 years old at the date of the incident and you are able to provide the original purchase receipt. All other items will be subject to a suitable deduction for wear and tear and depreciation or we may at our option replace, reinstate or repair the lost, stolen or damaged personal baggage. Please note we may not pay your claim if you are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). You must retain all damaged items for inspection, if required.

#### Delayed baggage

2. **Your personal baggage** being mislaid on **your** outward journey for more than 12 hours from the time **you** arrive at **your** trip destination.

We will pay you up to the amount shown in the Policy limits and excesses table under Delayed Baggage for the level of cover you have selected to:

- Purchase essential toiletries, medication and clothing (in the event of point 2 above)

You must keep all receipts for essential purchases made and any amount paid will be deducted from the final claim settlement under this section if the items are permanently lost.

### What IS NOT covered:

- The **excess**
- Any claim for **gadgets**
- Any claim over the single item limit for one article, pair or set of articles which are complementary or used or worn together as shown in the Policy limits and excesses table for the level of cover **you** have selected
- Any claim over the **valuables** limit as shown in the Policy limits and excesses table for the level of cover **you** have selected
- Any loss or theft of **your personal baggage** that **you** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **you** do not get a written report from them
- Any loss or theft of or damage to **your personal baggage** whilst in the custody of an airline or other carrier unless **you** report it immediately on discovery to the carrier and get a written report. In the case of an airline **you** will need a Property Irregularity Report (PIR)
- Any **winter sports equipment** (this is covered under the Winter Sports section, if the appropriate additional premium has been paid)
- Any **golf equipment** (this is covered under the Golf Cover section, if the appropriate additional premium has been paid)
- Any loss or theft of or damage to fragile articles, bicycles or business goods or samples
- Any loss or theft of or damage to sports equipment whilst in use
- Any loss of or damage to **your personal baggage** caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moth, vermin, atmospheric or climatic conditions
- Any loss or theft of **your personal baggage** left out of sight and out of personal control in public places where **you** are not in a position to prevent unauthorised interference with **your** property e.g. station, airport, restaurant, beach, etc.

## Section 9: Personal baggage and delayed baggage

- Any loss or theft of or damage to **your valuables** unless they are at all times attended by **you**, or left in hotel security, safety deposit box, safe or similar locked fixed receptacle
- Any loss or theft of **your personal baggage** or **valuables** from an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible entry and reported to the Police within 24 hours of discovery or as soon as possible after that and a written report is obtained from them
- Any loss of or damage to **your valuables** (other than wedding rings) when worn by **you** in the water while swimming
- Any loss or theft of **your personal baggage** left in the custody of a person who does not have official responsibility for the safekeeping of the property
- Any delayed baggage claim without a proof of purchase
- **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**



## Section 10: Personal money

This section of **your** policy explains the cover **we** provide for **your personal money** whilst on **your** trip. Words with special meanings can be found in Section Words with special meanings.

### What IS covered:

#### 1. Loss or theft of **your personal money**

**We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected to:**

- Reimburse **your personal money**

**We agree to provide the cover in this section as long as:**

- **You** have taken reasonable care in protecting **your personal money** and documents against loss, theft or damage; and
- **You** have notified the Police within 24 hours of discovery or as soon as possible after that and obtained a written report from them and enclose this with **your** claim form

### What IS NOT covered:

- The **excess**
- Any claim over the Cash limit shown in the Policy limits and excesses table for the level of cover **you** have selected for cash
- Any loss or theft of **your personal money** that is not on **your** person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in **your** trip accommodation
- Any **personal money** packed in a suitcase or other similar **personal baggage** or in containers which are out of sight and out of personal control where **you** are not in a position to prevent unauthorised interference with **your** property
- Any loss or damage arising from confiscation or detention by Customs or other officials
- Any depreciation in value, currency changes or shortage caused by any error or omission
- **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**

## Section 11: Financial failure cover

### Special definitions applying to this section:

#### End supplier

The company that owns and operates the following services: scheduled airline, hotel, train operator including Eurostar, car ferries, villas abroad and cottages in the **UK**, coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris, excursions, Eurotunnel, theme parks or attractions

#### Financial failure

The scheduled airline or **end supplier** becoming insolvent or having an administrator appointed and being unable to provide agreed services.

### What IS covered:

#### Scheduled airline failure

The **insurer** will pay up to the amount shown in the Policy limits and excesses table for the level of cover **you** have selected for each traveller on the travel insurance certificate and schedule named on the invoice and on the airline ticket for:

##### 1. **Financial failure** prior to departure

- irrecoverable sums paid prior to the **financial failure** of the scheduled airline **you** are booked with, not forming part of an inclusive holiday prior to departure; or

##### 2. **Financial failure** after departure

In the event of **financial failure** of the scheduled airline after **your** departure:

- additional costs incurred by **you** in replacing that part of the flight arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
- if curtailment of the trip is unavoidable - the cost of return flights to the United Kingdom, Channel Islands or Isle of Man to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

#### End supplier failure

The **insurer** will pay up to the amount shown in the Policy limits and excesses table for the level of cover **you** have selected or each traveller on the travel insurance certificate and schedule named on the invoice for:

##### 1. **Financial failure** prior to departure

Irrecoverable sums paid prior to financial failure of the **end supplier** of the travel arrangement not forming part of an inclusive holiday prior to departure; or

##### 2. **Financial failure** after departure

In the event of **financial failure** of the **end supplier** after departure:

- additional pro rata costs incurred by **you** in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
- if curtailment of the trip is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands or Isle of Man to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

### What IS NOT covered:

- Scheduled flights, travel or accommodation not booked within the United Kingdom, Channel Islands or Isle of Man prior to departure
- Any costs resulting from the **financial failure** of:
  - Any scheduled airline or **end supplier** which is, or which any prospect of **financial failure** is known by **you** or widely known publicly at the date **you** bought this policy
  - Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing policy, policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means
- The **financial failure** of any travel agent, tour organiser, booking agent or consolidator with whom **you** have booked a scheduled flight, travel or accommodation
- Any losses which are not directly associated with the incident that caused **you** to claim. For

example, loss due to being unable to reach a pre-booked hotel, villa, car hire or cruise following the **financial failure** of an airline

### Additional conditions applying to this section:

#### Data Protection

We will deal with any information **you** provide to **us** in compliance with the provisions of relevant Data Protection legislation. For the purposes of providing this insurance and the handling of any claims or complaints, **we** may need to transfer certain information which **you** have provided to other parties.

#### Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### Non-Assignment

No title, right or interest under this **policy** may be assigned, transferred, conveyed or otherwise disposed of without the consent in writing of the insurer hereon. Any attempt to assign rights or interests without the insurer's written consent is null and void.

## Section 12: Pet care

## Section 12: Pet care

(this section does not apply if you have selected Orange Cover)

### What IS covered:

We will pay you up to the amount shown in the policy limits and excesses table for the level of cover you have selected in total for:

1. Extra kennel or cattery costs to house **your** pet, if **you** are delayed on the return journey to **your home** country because of death injury or illness or there is a delay to the **public transport** system that cannot be avoided.

### What IS NOT covered:

- Claims following a delay to the **public transport** system, unless **you** get a letter from the airline, railway company or shipping line giving the reason for the delay and showing the scheduled departure time and the actual departure time of the flight, international train or sea vessel
- Claims following death, injury or illness which **we** have not authorised

## Section 13: Gadget cover

You are automatically covered for standard gadget cover. The increased limits under the Enhanced Gadget cover extension in the Policy limits and excesses table only apply if the extra premium has been paid for this cover and this is shown on your travel insurance certificate and schedule.

### Special definitions applying to this section

The words and phrases defined below are specific to this cover and have the same meaning wherever they appear in Gadget Cover section.

#### Accidental Damage

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

#### Business

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

#### Claims Administrator

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

#### Consent

Means

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

### Computer virus

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

### Custom Built

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

### Excess

The initial amount **you** will be responsible for, in respect of each and every valid claim, per **person insured**, as detailed in **your** table of benefits

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

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

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

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

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

1. purchased new or refurbished from a **UK** VAT registered company, or the equivalent tax registration if purchased overseas, and supplied with a **proof of purchase** (original purchase receipt or phone contract showing IMEI No).
2. purchased second hand or gifted to **you**, provided that **you** have the original **proof of**

## Section 13: Gadget cover

**purchase** (which corresponds to notes 1 above) and a signed letter from the original owner confirming that **you** own the **gadget(s)**. The letter must include the following details of your **gadget(s)**:

- either the IMEI or serial number (whichever is applicable);
- the make and model;
- the sale price (your **purchase price**);
- confirmation that the **gadget(s)** were in full working order at the time of sale.

Please note: The **gadget** must be in good condition and in full working order at the time **you** commence **your trip**

### Immediate Family

**Your** spouse, partner or parents or **your** children, brothers or sisters who are UK resident and travelling with **you** on **your trip**.

### Loss

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

Please note: **Loss** needs to be reported to the appropriate local Police authorities and **your** network provider (if applicable) within 24 hours of discovering the incident.

### Malicious Damage

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

### Person Insured

Means each person shown on the travel insurance certificate and schedule, for whom the appropriate premium has been paid and referred to as '**you/your**'.

### Proof of Purchase

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

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

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

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

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

### Proof of Usage

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

### Purchase Price

Means the sale price detailed on the original **proof of purchase**.

### Theft

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

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

### Trip

Travel during the period of insurance.

### Unauthorised Usage

The cost of unauthorised calls, messages and downloads made from **your gadget** after it was stolen. Cover will only apply within 24 hours of

discovery of the **theft** of **your gadget**. Itemised bills must be provided to support **your** claim.

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

### Unattended

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

### Warranty

Means the period where the **Claims Administrator** will resolve any defects in materials and workmanship when they repair or replace **your gadget** in the event of a claim, when **your gadget** is used normally in accordance with manufactures guidelines. For repairs the **warranty** provided is 3 months and for a replacement the **warranty** provided is 12 months. This **warranty** will also include the costs associated with transporting the device to and from the Claims Administrators selected repair centre.

The **warranty** does not cover wear and tear, damage by **computer viruses**, normal maintenance, **accidental damage** or any indirect loss.

### We, Us, Our

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

### You, Your

Each **person insured** shown on the travel insurance certificate and schedule..

### What IS covered:

#### Accidental Damage

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

#### Loss

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

#### Malicious Damage

If **your gadget** suffers **malicious damage**, we will

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

#### Theft

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

#### Unauthorised Usage

If **your gadget** is stolen, we will refund the cost of **unauthorised usage** up to the limit as shown in **your** travel insurance certificate and schedule.

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

### What IS NOT covered:

#### General Exclusions

We will not pay for:

1. **Your excess** which applies as shown in the table of benefits.
2. Any claim that occurs whilst **you** are not on a trip.
3. any claim where **you** cannot provide a printed, or similar electronic record that can be sent to **us** in its original format, **proof of purchase** (along with a signed transfer of ownership letter where the **gadget** has been purchased second hand or gifted to **you**)
4. any claim where the policy was not purchased in the **United Kingdom**.
5. any claim for a **gadget** that does not meet the "Criteria" as listed within the definition of **gadget**.
6. any claim where **proof of usage** cannot be provided or evidenced (applicable where the **gadget** is a SIM enabled device or in respect of a laptop/tablet where user history is available).
7. where the **gadget** has been stolen from any motor vehicle or building, unless all protections are in operation (including those to prevent unauthorised keyless entry to vehicles) and the **gadget(s)** is concealed out of sight so that forced and violent entry causing damage is required. Evidence of the thief's damage must be provided with **your** claim
8. **Loss, theft of or accidental damage** to any

## Section 13: Gadget cover

accessories

9. any claim where **you** knowingly leave **your** gadget somewhere **unattended** and it is at risk of being lost, stolen or damaged. For example - where **your** gadget is left at the side of a sports pitch whilst **you** are participating in the sport.
10. any **loss, theft** or **accidental damage** of the **gadget** left as checked in baggage.
11. any **loss, theft** or **accidental damage** to the **gadget** as a result of confiscation of detention by customs, other officials or authorities.
12. any claim where the **gadget** wasn't in good condition and in full working order at the time **you** commence **your trip**
13. any claim where **you** have failed to take reasonable precautions to prevent damage, **theft** or **loss**. This will includes:
  - a. not using **your gadget** in accordance with the manufacturer's instructions;
  - b. not handing **your gadget** to a person who is not known to **you** or a third party, other than **your immediate family**.
14. any claim where the IMEI/Serial number cannot be determined from **your gadget**.
15. any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
16. any **unauthorised usage** unless associated with a valid **theft** or **loss** claim.
17. any repairs or other costs for repairs carried out by anyone not authorised by **us**.
18. any claim where there is evidence that the **damage, theft** or **loss** occurred prior to the commencement of **your trip**.
19. loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any **computer virus** or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
20. any claim for **malicious damage** which was caused by **you** or **your immediate family**.
21. the VAT element of any claim if **you** are registered for VAT.
22. any **damage, theft** or **loss** to SIM or memory cards in isolation (unless it accompanies a valid claim for **your gadget**).
23. cosmetic damage to the **gadget** that has no effect on the functionality of the **gadget**, to include marring, scratching and denting.
24. any modifications that have been made from the original specifications of the **gadget**. This would include things like adding gems, precious metals or unlocking your **gadget** from a network
25. loss of any software or firmware failures.
26. any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
27. any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
28. any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget**.
29. any claim for **damage, theft** or **loss** caused by deception.
30. any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, **computer virus** or process or any other electronic system.
31. any claim where **you** have travelled to a country where the Foreign, Commonwealth and Development Office (FCDO) have advised against all travel or all but essential travel. Please check the FCDO travel advice line at <https://www.gov.uk/foreign-travel-advice> or contact 020 7008 1500.



## Conditions and Limitations

### Claims Procedure

#### How to make a claim

Contact the **Claims Administrator** on 0330 880 1751 (local rate call) or [raccgadget@taurus.gi](mailto:raccgadget@taurus.gi) as soon as reasonably possible of discovering the incident (or in the event of an incident occurring outside of the United Kingdom, as soon as reasonably possible of returning to the United Kingdom). Exceptional circumstances causing **your** delay in reporting **your** claim and where there is no additional loss to **us** may be considered.

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

- a) report the **theft** or **loss** of **your gadget** to **your** network provider within 24 hours of discovery so they can blacklist **your** handset/item (where this is applicable).
- b) report the **theft** or **loss** of **your gadget** to the Police within 24 hours of discovery and obtain a crime reference number in support of a **theft** claim and a copy of the police report.
- c) Not attempt to repair the item yourself or use an unauthorised repairer or this will invalidate the cover
- d) complete and return any claim form or documents as required by the **Claims Administrator** within a reasonable time frame of the incident date with any other requested documentation.
- e) pay the **excess** as requested by the **Claims Administrator**
- f) provide details of any other contract, guarantee, **warranty** or insurance that may apply to the **gadget** including, but not limited to, household insurance (where appropriate a rateable proportion of the claim may be recovered direct from these Insurers)
- g) provide the **proof of purchase** of the **gadget** for which **you** are claiming. Such **proof of purchase** must evidence that **you** own that particular **gadget**, which may include the IMEI number or serial number (where applicable in respect of mobile phones and laptops) and other

identifying details where appropriate.

- h) provide the **proof of usage** (in respect of mobile phones or other SIM enabled device) from **your** Network that confirms the **gadget** has been in use since the start of **your trip** and up to the event giving rise to the claim.

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

### Repair and Replacement Equipment

- a) all repairs to **gadgets** are issued with a 3-month **warranty** (the **gadget** must be returned to the **Claims Administrator** in the event of a claim under that warranty)
- b) In the event that **your** claim is authorised, and **your gadget** is deemed beyond economical repair and will therefore have to be replaced, the **Claims Administrator** will endeavour to replace it with a **gadget** of an identical specification or the equivalent value taking into account the age and condition of the **gadget**. Where the **Claims Administrator** replace the **gadget(s)**, the replacements may be pre-owned, refurbished or remanufactured (not brand new). This is not a new for old insurance policy. (Gift cards or vouchers may be used as an alternative method of claims settlement at the **Claims Administrators** full discretion).
- c) Where the **Claims Administrator** sends **you** a replacement or repaired **gadget**, this will only be sent to an address in the **United Kingdom**
- d) Please note: it may not always be possible to replace **your gadget** with the same colour or finish, where this is not possible an alternative colour will be provided.
- e) Where replacement equipment has been issued and the original **gadget** is recovered, the original **gadget** becomes **our** property and must be returned to the **Claims Administrator** immediately. Please call the **Claims Administrator** on 0330 880 1751 (local call rate) and they will provide details for its return.
- f) All replacement items are issued with a 12-month **warranty** (the item must be returned to the **Claims Administrator** in the event of a claim under the **warranty**)
- g) If **your** existing accessories are not compatible with the replacement item that the **Claims**

## Section 13: Gadget cover

**Administrator** have provided, **we** will cover the cost of replacing the accessories, on production of your **proof of purchase** for these.

h) **Warranty** claims for **gadget(s)** damaged in transit will only be accepted where they are reported to the **Claims Administrator** on 0330 880 1751 (local rate call) within 48 hours of delivery and the packaging is retained to allow an investigation to be carried out

### Limit of Liability

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

### Average Clause

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

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

### Sanctions limitation and exclusions

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

### Fraud

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

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

**We** and/or the **Claims Administrator** will be entitled to instruct an investigation into **your** claim and recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** and/or the **Claims Administrator**:

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

### English Law

This Insurance shall be subject to English Law.

## Privacy and Data Protection Notice

### How We use Your Personal Data

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

## Consent

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

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

## Special Categories of Personal Data

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

## Sharing Your Personal Data

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

For more information about how **we** will use **your** data, please go to **www.ergotravelinsurance.co.uk/privacy-statement**

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

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

## Your Rights

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

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

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

## Further Information

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

Data Protection Officer,  
ERGO Travel Insurance Services Ltd,  
Afon House,  
Worthing Road,  
Horsham, RH12 1TL, United Kingdom

Email: [dataprotectionofficer@ergo-travel.co.uk](mailto:dataprotectionofficer@ergo-travel.co.uk)

Phone: +44 (0) 1403 788 510

## Section 14: Winter sports

This section only applies if you have chosen to include this cover and this is shown on your travel insurance certificate and schedule. If you are participating in a winter sports trip you must take out this section of cover in order to claim against any section of your policy.

This section of **your** policy explains the cover we provide for winter sports whilst on **your** trip. Words with special meanings can be found in Section Words with special meanings.

Cover is provided under this section (up to a maximum of 24 days in total during the **insurance period** if you have Annual Multi Trip insurance or for the **trip duration** if you have Single Trip insurance) whilst **you** are on a trip which includes skiing, snowboarding, or participating in any snow or ice activities including off-piste skiing (provided **you** are accompanied by a qualified ski instructor who holds the appropriate liability insurance and that there are no avalanche warnings current).

### What IS covered:

#### Winter sports equipment you own

1. Loss or theft of or damage to **your winter sports equipment**

#### Replacement hire of winter sports equipment

2. **Your hire of winter sports equipment** if required as a result of point 1

#### Hired winter sports equipment

3. **Your hire of winter sports equipment** if required as a result of the misdirection or delay on **your outward journey of your winter sports equipment** for more than 12 hours

#### Ski pack

4. Reimbursement of any unused ski pack, ski hire or tuition fees as a result of **your** accident or sickness
5. Loss or theft of **your** ski pass

#### Piste closure

6. Piste closure, if **you** are unable to ski for a continuous period in excess of 12 hours as a result of:
  - Lack of snowfall
  - Excessive snowfall
  - Bad weather

#### Avalanche or landslide closure

7. Extra transport and accommodation costs **you** need to pay to get **you** to **your** trip destination or back **home** because of an avalanche or landslide in **your** resort

#### Physiotherapy in the United Kingdom

8. Medically necessary physiotherapy when **you** return to the **UK** following **accidental** injury whilst engaging in a winter sports activity covered by this policy during **your** trip

**We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected to:**

- Replace, reinstate or repair **your winter sports equipment**

Claims will be considered on a new for old basis provided the item is less than 2 years old at the date of the incident and **you** are able to provide the original purchase receipt. All other items will be subject to a suitable deduction for wear and tear and depreciation or **we** may at **our** option replace, reinstate or repair the lost, stolen or damaged **winter sports equipment**. Please note **we** may not pay **your** claim if **you** are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). **You** must retain all damaged items for inspection, if required.

**We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:**

- **Your hire of winter sports equipment** in relation to points 2 and 3
- Reimburse **you** the proportionate value of any unused ski pack in relation to points 4 and 5
- As a benefit in relation to point 6; or
- Towards transportation costs to travel to an alternative site in relation to point 6
- Towards the extra transport and accommodation costs to get **you** to **your** trip destination or back **home** in relation to point 7
- Physiotherapy costs when **you** return to the **UK** in relation to point 8

### What IS NOT covered:

- The **excess** for claims under point 1
- Any claim as a result of participation in off-piste skiing whereby **you** are not accompanied by a qualified ski instructor who holds the appropriate liability insurance
- Any claim as a result of participation in winter sports activities when avalanche warnings are current
- Any claim as a result of participation in winter sports activities undertaken in the **UK** and in Europe outside the period from 15th December to 15th April in relation to point 6
- Any loss or theft of or damage to **your winter sports equipment** whilst in use
- Any loss of or damage to **your winter sports equipment** arising from confiscation or detention by Customs or other officials
- Any loss of or damage to **your winter sports equipment** caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moth, vermin, atmospheric or climatic conditions
- Any loss or theft of or damage or delay to **your winter sports equipment** whilst in the custody of an airline or other carrier unless **you** report it immediately on discovery to the carrier and get a written report. In the case of an airline **you** will need a Property Irregularity Report (PIR)
- Any loss or theft of **your winter sports equipment** or ski pass that **you** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **you** do not get a written report from them
- Any loss or theft of **your winter sports equipment** or ski pass left out of sight and out of personal control in public places where **you** are not in a position to prevent unauthorised interference with **your** property e.g. station, airport, restaurant etc
- Any loss or theft of **your winter sports equipment** or ski pass from an unattended vehicle unless between the hours of 09:00 and 21:00 whereby **your winter sports equipment** was secured within a purpose built and locked container fastened to the exterior of the vehicle and following physical evidence of forcible entry and reported to the Police within 24 hours of discovery or as soon as possible after that and a written report is obtained from them
- Any loss or theft of **your winter sports equipment** or ski pass left in the custody of a person who does not have official responsibility for the safekeeping of the property
- Any claim that is not confirmed as medically necessary by the Medical Assistance Helpline and where a medical certificate has not been obtained from the attending medical practitioner confirming that **you** are unable to ski and unable to use the ski pack facilities
- Any claim as a result of piste closure which is not substantiated by a report from the resort management or **your** tour operator
- Any claim as a result of piste closure which was known to **you** on or before the date **your** travel insurance certificate and schedule is issued or on or before the date **you** booked **your** trip, whichever is earlier
- Under "Physiotherapy in the United Kingdom" anything under the "What IS NOT covered" in Section 1: Medical emergency and repatriation expenses
- Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions

## Section 15: Golf cover

### Section 15: Golf cover

This section only applies if you have chosen to include this cover and this is shown on your travel insurance certificate and schedule.

This section of **your** policy explains the cover we provide for golf trips. Words with special meanings can be found in Section Words with special meanings.

#### What IS covered:

1. Loss or theft of or damage to **your golf equipment**; and
2. The cost of hiring **golf equipment**; and
3. The loss of pre-booked and non-refundable green fees

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected to:

#### Golf equipment

- Replace, reinstate or repair **your golf equipment** which is lost, stolen or damaged

Claims will be considered on a new for old basis provided the item is less than 2 years old at the date of the incident and you are able to provide the original purchase receipt. All other items will be subject to a suitable deduction for wear and tear and depreciation or we may at our option replace, reinstate or repair the lost, stolen or damaged golf equipment. Please note we may not pay your claim if you are unable to provide any original receipts, proofs of purchase or insurance valuations (issued before the loss, theft or damage). You must retain all damaged items for inspection, if required.

#### Golf equipment hire

- Cover the cost of hiring **golf equipment** in the event **your golf equipment** is lost, stolen or delayed on **your** outward journey for over 12 hours from the time **you** arrived at **your** trip destination

You must keep all receipts for the hire of golf equipment and enclose them with your claim form.

#### Green fees

- The loss of pre-booked and non-refundable green fees if the pre-booked course at **your** trip destination becomes unplayable due to adverse weather conditions

#### What IS NOT covered:

- The **excess**
- Any claim over the amount shown in the Policy limits and excesses table for the level of cover **you** have selected for any one item/pair or set of items
- Any claim as a result of **your** disinclination to play
- Any loss or theft of or damage to **your golf equipment** whilst in use
- Any loss or theft of **your golf equipment** that **you** do not report to the Police within 24 hours of discovery or as soon as possible after that and for which **you** do not get a written report from them
- Any loss or theft of or damage or delay to **your golf equipment** whilst in the custody of an airline or other carrier unless **you** report it immediately on discovery to the carrier and get a written report. In the case of an airline **you** will need a Property Irregularity Report (PIR)
- Any loss of or damage to **your golf equipment** caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moth, vermin, atmospheric or climatic conditions
- Any loss or theft of **your golf equipment** left out of sight and out of personal control in public places where **you** are not in a position to prevent unauthorised interference with **your** property e.g. station, airport, clubhouse etc.
- Any loss or theft of **your golf equipment** from an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot or covered luggage area and following physical evidence of forcible entry and reported to the Police within 24 hours of discovery or as soon as possible after that and a written report is obtained from them
- Any loss or theft of **your golf equipment** left in the custody of a person who does not have official responsibility for the safekeeping of the property
- **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**

## Section 16: Wedding cover

This section only applies if you have chosen to include this cover and this is shown on your travel insurance certificate and schedule.

### Special definitions applying to this section:

#### Wedding attire

The wedding dress, wedding suit, and other accessories including shoes, make up, hair styling and flowers all bought especially for the insured bride and/or bridegroom to use on their wedding day during the trip.

#### Wedding gifts

Gifts given to the wedding couple during the trip. These may be sent in advance or purchased during the trip.

#### Wedding ring

The ring of the insured bride or bridegroom, who are to be married during the trip.

### What IS covered:

1. Loss or theft or damage to **your wedding attire, wedding rings and wedding gifts** during your trip
2. Wedding photographs and videos where:
  - The booked professional photographer is unable to take the photographs or video recording following their death, injury or illness or they are caught in an unforeseen transport delay that could not be avoided; or
  - The professional photographs or video recording of the wedding day are damaged, lost or destroyed on **your trip** and within 14 days of the wedding day.

We will pay up to the amount shown in the Policy limits and excesses table (per insured couple) for the level of cover you have selected in total for:

#### Wedding attire, wedding rings and wedding gifts

- Replace, reinstate or repair **your wedding attire, wedding rings and wedding gifts**

#### Photographs and video recording

- Reasonable fees or charges **you** are unable to get back from anywhere else to reprint the

photographs or replace the video recording of the wedding day

### What IS NOT covered:

- The **excess**
- Any claim over the amount shown in the Policy limits and excesses table for the level of cover **you** have selected for any one item/pair or set of items
- Anything mentioned under the heading 'What IS NOT covered' within Section 9: Personal baggage and delayed baggage section other than anything stated above
- Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions

## Section 17: Cruise cover

## Section 17: Cruise cover

This section only applies if you have chosen to include this cover and this is shown on your travel insurance certificate and schedule.

### What IS covered:

1. If the cruise ship **you** are booked on is unable to make a scheduled port stop because of one of the following and no alternative docking or financial compensation (including on-board credit) is offered:
  - bad weather; or
  - timetable restrictions
2. If **you** are confined to **your** cabin by the ship's medical officer due to a medical condition that **you** are experiencing during **your** cruise
3. If **you** are unable to use any pre-booked and pre-paid excursions if **you** are confined to **your** cabin by the ship's medical officer due to illness or injury
4. The limits for **personal baggage** are increased to the amount shown in the Policy limits and excesses table for the level of cover **you** have selected.

**Note:** Under 4. these amounts are not in addition to the amounts shown under Section 9: **Personal baggage** and delayed baggage but are the new limits for the cover provided under that section.

**We will pay up to the amount shown in the Policy limits and excesses table for the level of cover you have selected for:**

#### Missed port

- A benefit for each scheduled port the cruise ship was unable to stop at

#### Cabin confinement

- A benefit for each 24 hours **you** are confined to **your** cabin

#### Unused excursions

- The cost of the excursion(s) **you** were not able to use

### Increased personal baggage limits

- **Personal baggage** claims under Section 9: Personal baggage and delayed baggage

### What IS NOT covered:

In respect of:

- "Cabin confinement", costs if **you** are also claiming for 'In-patient benefit' within Section 1: Medical emergency and repatriation expenses.
- "Unused excursions" and "Increased personal baggage limits" an **excess** of the amount shown in the Policy limits and excesses table for the cover **you** have selected.
- "Missed ports":
  - a. Costs if **you** are offered financial compensation from somewhere else (including on-board credit).
  - b. Any claim if **your** cruise ship's scheduled tender service cannot transport **you** ashore.
  - c. Any delay or failure of **public transport** caused by a riot, strike or industrial action which began or was announced before **you** bought **your** policy or booked **your** trip (whichever is later)
- "Increased personal baggage limits", anything mentioned under the heading 'What IS NOT Covered' within Section 9: Personal baggage and delayed baggage
- All covers under this section:
  - a. The **excess**
  - b. **Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions**



## Section 18: COVID-19 cover

This section of **your** policy explains the cover **we** provide for COVID-19. Words with special meanings can be found in Section Words with special meanings.

**PLEASE NOTE:** this section of cover will be extended to Section 1: Medical emergency and repatriation expenses and Section 2: Cancellation and cutting short your trip of your policy as follows:

### A. Medical emergency and repatriation expenses

#### A1. Trips outside the United Kingdom

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected in the event of an unforeseen medical emergency during a trip outside the UK as a result of you contracting COVID-19, as proven by a medically approved test showing a positive result for COVID-19.

#### What IS covered:

1. Reasonable and necessary medical and hospital expenses, including the cost of the rescue service to take **you** to hospital; and
2. Returning **you** to the **UK** provided this is authorised by **us** or the Medical Assistance Helpline; and
3. The cost of a medical escort where this is deemed necessary by **us** or the Medical Assistance Helpline, in the event of **your** emergency repatriation to the **UK**; and
4. Reasonable additional travel and accommodation expenses (room only) for **you** to extend **your** stay until **you** are medically fit to return to the **UK**; and
5. Reasonable additional travelling and accommodation expenses to repatriate **you** to the **UK** when **you** are denied boarding on **your** pre-booked return travel due to **you** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19; and
6. Confinement benefit: a benefit payment of £300 for each complete 24 hour period up to £300 where **you** are ordered into self-isolation in **your** holiday accommodation by a relevant Government authority, as a result of **you** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.

#### A2. Trips within the United Kingdom

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected in the event of an unforeseen medical emergency during a trip inside the UK of 2 or more consecutive nights in pre-booked accommodation as a result of you contracting COVID-19, as proven by a medically approved test showing a positive result for COVID-19.

#### What IS covered:

1. Reasonable additional travel and accommodation expenses (room only) for **you** to extend **your** stay until **you** are medically fit to return **home**; and
2. **Your** body or ashes to be transported **home**.

### B. Cancellation and cutting short your trip

We will pay you up to the amount shown in the Policy limits and excesses table for the level of cover you have selected, for your share of the cost of your trip as a result of:

- The necessary and unavoidable cancellation as a result of **you**, **your relative**, a member of **your** household, travelling companion or a friend with whom you had arranged to stay has a diagnosis of COVID-19 within 14 days of **your** booked departure date, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.
- **You** are denied boarding on **your** pre-booked outbound travel due to **you** contracting COVID-19, as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19 or having a confirmed temperature above 38 degrees Celsius.

#### Where you have to cut short your trip as a result of:

- Death of **your relative** or a member of your household living in the **UK** as a result of COVID-19 as certified by a medical practitioner following a medically approved test showing a positive result for COVID-19.
- The hospitalisation as a result of COVID-19 for treatment with mechanical ventilation, of **your relative** or a member of **your** household living in the **UK**.

In addition, where **you** are unable to continue with a pre-booked excursion following **your** self-isolation as ordered by a relevant Government authority due to contracting COVID-19, as certified by a medical practitioner following a

## Section 18: COVID-19 cover

medically approved test showing a positive result for COVID-19.

### What IS covered:

**Please note if you are cutting short your trip payments will be calculated on a pro-rata basis taking into consideration unused accommodation and excursions.**

1. Unused non-refundable pre-booked travel and accommodation expenses which **you** have paid or are contracted to pay; and
2. Unused non-refundable pre-booked excursions which **you** have paid or are contracted to pay; and
3. Reasonable additional travel and accommodation expenses which **you** incur returning to the **UK** following the death of **your relative** as a result of COVID-19.

### What IS NOT covered:

**Applicable in addition to any exclusion listed under Section 1: Medical emergency and repatriation expenses and Section 2: Cancellation and cutting short your trip of this policy including anything mentioned in the General exclusions applying to your policy.**

- Travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund
- Claims arising directly or indirectly from COVID-19 that results in a national or local lockdown or any restrictions of movement affecting the area where **your home** is located, the country or specific area or event to which **you** were travelling to or through
- Any claim where **you** are experiencing symptoms of COVID-19, or have been told to self-isolate at the time **you** purchased, renewed or extended this insurance, or at the time of booking any **trip**, whichever is later, or in the case of claims under sub-section A, started **your trip** whichever was later
- **Your** quarantine when it has been imposed on a community, geographic location or vessel or travellers returning from a specified location, imposed by a government or public authority
- Any claim where **you** contract COVID-19 and **you** have not had the recommended vaccination(s) (consideration will be given where **you** were medically unable to have the vaccination, and this is shown in **your** medical records)
- Any claim where **you** have not returned to the **UK** when advised to do so by the UK Government

including the Foreign, Commonwealth & Development Office (FCDO)

- Any claim arising as a result of **you**, or **your** travelling companion being unable to complete the full COVID-19 vaccination course before **your** scheduled departure date due to delays in supply, or changes in Government policy
- Any claim where **you** have travelled during a Government imposed lockdown
- Any claim where **you** do not hold the required confirmation of vaccination documentation, for example a vaccination passport
- Any claim made under the COVID-19 cover section in addition to a claim under either Section 1: Medical emergency and repatriation expenses or Section 2: Cancellation and cutting short your trip of this policy
- Any costs incurred by **you** which **you** are eligible to recover from **your** tour operator, airline, credit/debit card provider or any other source
- Anything specifically excluded under the General exclusions applying to your policy in Section Exclusions and conditions

### Additional conditions applying to this section

**In addition to the additional conditions applying to Section 1: Medical emergency and repatriation expenses and Section 2: Cancellation and cutting short your trip of this policy the following will apply including anything mentioned in the General conditions applying to your policy.**

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

- A copy of the positive test result for COVID-19 **you** received from a registered medical practitioner
- Written confirmation from the scheduled **public transport** operator (or their handling agents) confirming the exact reason for which **you** were denied boarding, together with details of any alternative transport offered
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for
- Any other official document or medical report confirming **your** diagnosis for COVID-19 which leads to **your** self-isolation, or need to cancel **your trip**

## Exclusions and conditions

### General conditions applying to your policy

1. We promise to act in good faith in all **our** dealings with **you**.
2. We may not pay **your** claim if **you** do not:
  - Take all possible care to safeguard against accident, injury, loss, damage or theft; and
  - Give **us** full details of any incident which may result in a claim under **your** policy as soon as is reasonably possible; and
  - Pass on to **us** every claim form, summons, legal process, legal document or other communication in connection with the claim; and
  - Provide all information and assistance that **we** may reasonably require at **your** expense (including, where necessary, medical certification and details of **your** household insurance)
3. **You** must not admit liability for any event, or offer to make any payment, without **our** prior written consent.
4. The terms of **your** policy can only be changed if **we** agree. **We** may require **you** to pay an additional premium before making a change to **your** policy.
5. **You** must start each trip from **your** home or place of business in the **UK** and return to **your** home or place of business in the **UK** at the end of each trip, within the permitted trip duration, unless otherwise agreed by **us**.
6. **You** agree that **we** can:
  - Make **your** policy void where any claim is found to be fraudulent; and
  - Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **you** supply on a claim, together with information **you** have supplied at inception of **your** policy and other information relating to a claim, may be provided to the register participants; and
  - Take over and act in **your** name in the defence or settlement of any claim made under **your** policy; and

- Take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under **your** policy; and
  - Obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **your** prior approval
7. **We** will not pay **you** more than the amounts shown in the Policy limits and excesses table.
  8. **You** agree that **we** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **us** details of such other insurance.
  9. **We** shall not be liable to pay damages to **you** for the late payment of a claim under this insurance contract, unless **we** fail deliberately or recklessly to pay the claim within a reasonable time.
  10. It is a condition of this policy that when booking **your** trip or purchasing this policy whichever is later that **you** and **your** travelling companion(s) are fit to travel and participate in any activities and excursions that **you** have planned during **your** trip.

### General exclusions applying to your policy

**Your** policy does not cover **you** for any claim directly or indirectly resulting from any of the following:

1. Any **pre-existing medical condition** that exists at the time **your** policy starts or at the time of booking **your** trip (unless declared to and accepted in writing by **us**) or any **associated condition**.
2. **Your** failure to obtain any recommended vaccines, inoculations or medications prior to **your** trip.
3. **You** travelling against the advice of a medical practitioner or for the purpose of having medical treatment on the trip.
4. **You** or **your** travelling companion having received a terminal prognosis, unless in respect of Section 2: Cancellation and cutting short **your** trip the terminal prognosis was received after the date of booking the trip.

## Exclusions and conditions

5. War or warlike operations whether war is declared or not, **terrorist action** (except under Section 3: Personal accident), civil war, invasion, acts of foreign enemies, hostilities, mutiny, uprising, rebellion, revolution, riot, insurrection, civil commotion, conspiracy, military or usurped power, martial law or state of siege.

Exclusion 5 does not apply for claims made under Section 1: Medical emergency and repatriation expenses.

- 6.a) The act of any person, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **war and civil unrest** or **terrorist action**.
- b) The act of any person voluntarily entering an area known at the time to be subject to **war and civil unrest**.
7. Any travel undertaken to an area where the Foreign, Commonwealth & Development Office (FCDO) advise against all or all but essential travel or where it is deemed unsafe for **you** to travel. If **you** are unsure please check <https://www.gov.uk/foreign-travel-advice>
- 8.a) Ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear machinery or parts.
- b) The use of atomic, biological or chemical weapons or contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.
9. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
11. Engaging in hazardous activities which are not accepted in writing by **us**
12. Wilfully self-inflicted injury or illness or solvent abuse.
13. **You** being under the influence of drugs (except those prescribed by **your** registered medical practitioner, but not when prescribed for the treatment of drug addiction).
14. **Your** suicide or attempted suicide or putting yourself at risk unless **you** are attempting to save a human life.
15. Any dishonest, malicious or criminal act committed by **you** or any person with whom **you** are in collusion, or any circumstances, such as strike or industrial action, that were known or could reasonably have been anticipated at the time of taking out **your** policy or booking a **trip**, whichever was the later.
16. **You** electing to travel on a trip which exceeds **your** permitted **trip duration**.
17. Claims, other than under Section 1: Medical emergency and repatriation expenses and Section 3: Personal accident, for any actual or anticipated failure of any computer or electronic device, or component or system or embedded programming or software (whether or not belonging to **you** or in **your** possession).
18. **Your** participation in winter sports unless the appropriate additional premium has been paid and is shown on **your** travel insurance certificate and schedule.
19. Any losses that are not directly associated with the incident that caused **you** to claim for example, loss of earnings due to being unable to return to work following injury or illness happening while on a trip or the cost of replacing locks in the event that keys are lost while on a trip.
20. Any amount recoverable from any other source.
21. Any trip where **you** have already left the **UK** at the time of purchasing this insurance, except where **you** renew an existing Annual Multi Trip policy which falls due for renewal during the trip.
22. Claims where there is another insurance policy covering the same risk.

23. **Your** own unlawful action or any criminal proceedings against **you**.
24. Any form of alcohol abuse including alcohol withdrawal or **you** drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of **your** faculties and/or judgement resulting in a claim. **We** do not expect **you** to avoid alcohol on **your** trip but **we** will not cover any claim arising because **you** have drunk so much alcohol that **your** judgement is seriously affected and **you** need to make a claim as a result.
25. Any claim arising from the unauthorised use of a swimming pool outside the specified times of opening.
26. Any claim arising from **you** climbing on top of, or jumping from a vehicle; or jumping from a building or balcony; or climbing or moving from any external part of any building to another (apart from stairs) regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.
27. Any claim where **you** are not wearing a helmet whilst on a motorcycle.
28. Any claim where **you** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
29. Claims arising from or related to any coronavirus including but not limited to COVID-19, or any related/mutated form of the virus.

Exclusion 29 does not apply for COVID-19 claims made under Section 18: COVID-19 cover.

30. Claims arising from any epidemic or pandemic as declared by the World Health Organisation.

# Data protection notice

We use **your** personal data for the purposes of providing **you** with insurance, handling claims and any other related purposes. **We** also use **your** personal data to offer renewal of **your** policy and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations. **We** collect and process **your** personal data in line with all relevant Data Protection legislation. Under such legislation, the Data Controller for the arrangement of this policy is RAC and the Data Controller of the policy itself and claims relative to it, are the **insurers** or their administrators.

**We** will keep any information **you** have provided to **us** confidential. However, **you** agree that **we** may share this information with other companies within the RAC Group (as detailed in **our** [Privacy Policy](#), which **we** may amend from time to time). Please see **our** [Privacy Policy](#) (found on **our** website at <https://www.rac.co.uk/legal-information/privacy-policy>) for more details about how **we** and RAC Group will use **your** information.

**We** may be required to transfer **your** personal data outside the European Economic Area ("EEA") in order to provide **you** with the services detailed in **your** policy. Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with all relevant Data Protection legislation.

## Further Information

Any requests relating to **your** Personal Data Rights should be directed to: RAC, RAC House, Brockhurst Crescent, Walsall, WS5 4AW. The RAC Data Protection Officer acts as a point of contact if you have any questions or concerns and can be contacted on [dpo@rac.co.uk](mailto:dpo@rac.co.uk)

Those in relation to data held by ERGO Travel Insurance Services Ltd should be directed to: ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, West Sussex, RH12 1TL, United Kingdom email: [Dataprotectionofficer@ergo-travel.co.uk](mailto:Dataprotectionofficer@ergo-travel.co.uk)

Those in relation to data held by DAS should be directed to: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH phone: 0117 934 0548

Those in relation to data held by IPP should be directed to: IPP, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR phone: 020 8776 3750 email: [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk)

Those in relation to data held by Taurus should be directed to: Taurus Insurance Services Limited, Suite 2209-2217 Eurotowers, Europort Road, Gibraltar phone: 0330 880 1751 email: [racgadget@taurus.gi](mailto:racgadget@taurus.gi)

# Complaints procedure

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

**Our** staff will attempt to resolve **your** complaint immediately. If this is not possible, **we** promise to acknowledge **your** complaint within 5 business days of its receipt. In the unlikely event that **your** complaint has not been resolved within 4 weeks of its receipt, **we** will write and let **you** know the reasons why and what further action **we** will take.

If **we** cannot resolve **your** complaint, **we** will issue a final response letter. Upon its receipt, **you** may refer **your** complaint to the Financial Ombudsman Service which, once contacted, will liaise with **us** on **your** behalf. The ombudsman will then inform **you** directly of its decision.

For complaints about claims, please contact the **insurer** handling **your** claim.

**You** will find details of **your** insurer on **your** Policy Schedule.

- **For complaints relating to claims under Sections: 1-6, 8- 10, 12 and 14-18**  
In the first instance, please contact:  
RAC Travel Insurance Claims, 308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD.  
phone: 01403 289 151 email: [info@csal.co.uk](mailto:info@csal.co.uk)
- **For complaints relating to claims under Section 7: Legal advice and expenses**  
In the first instance please contact:  
Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH  
phone: 0344 893 9013  
email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- **For complaints relating to claims under Section 11: Financial failure cover**  
In the first instance, please contact:  
Compliance Officer, Liberty Mutual Insurance Europe SE, 20 Fenchurch Street,

London EC3M 3AW  
phone: +44 (0) 20 3758 0840  
email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

- **For complaints relating to claims under Section 13: Gadget cover**  
In the first instance, please contact:  
Taurus Insurance Services Limited, Suite 2209-2217 Eurotowers, Europort Road, Gibraltar  
phone: 0330 880 1751  
email: [gadget.complaints@taurus.gi](mailto:gadget.complaints@taurus.gi)
- **For all other complaints, including complaints about the sale of any section of this policy**  
In the first instance, please contact:  
RAC Travel Insurance Complaints Team, 52/54 Alexandra Street, Southend-on-Sea, Essex, SS1 1BJ  
phone: 0330 159 0409  
email: [travelcomplaints@insurance-rac.co.uk](mailto:travelcomplaints@insurance-rac.co.uk)

## What to do if you are still not satisfied.

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

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR  
Telephone 0800 0 234 567, free for people phoning from a "fixed line" (for example, a landline at home)  
or  
0300 123 9 123, free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02  
Email:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

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

## Important telephone numbers

Customer Helpline for amendments or general information

0330 159 0409

Medical Assistance Helpline

+44 (0)1403 289 148

If in the USA or Canada + 1 844 780 0663 or Mexico, please call 00 1 819 780 0662

Customer Helpline for claims

Sections 1-6, 8- 10, 12 and 14-18

01403 289 151

Section 7 – Legal advice and expenses

0117 934 0548

Section 11 - Financial failure cover

0345 266 1872

Section 13 – Gadget cover

0330 880 1751

Special requirements

**We** are committed to meeting the needs of all **our** customers. If **you** have a hearing or speech impairment, please dial 18001 followed by the number that **you're** calling (lines open 8am - 7pm Monday - Friday, 9am-5pm Saturday, closed Sundays including Bank Holidays). For visually impaired **we** can provide documents in large print, braille or on audio cassette. Please call **us** on 0330 159 0409.

Calls to 03 numbers cost no more than calls to geographic numbers (01 or 02) from both landlines and mobiles. Call charges may vary. Calls may be monitored and recorded.





RAC Travel Insurance is sold and administered by Hood Travel Limited, registered at Companies House 08318836. Hood Travel is authorised and regulated by the Financial Conduct Authority under registration number 597211. Its registered address is at 52/54 Alexandra Street, Southend-on-Sea, Essex, SS1 1BJ.

**You** can check this information on the Financial Services Register by visiting the website <https://register.fca.org.uk/>

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