



Puffin Travel Insurance Policy Wording

August 2023

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Covid Scenarios

We understand that it is important **you** know what cover is in place if Coronavirus or Covid-19 effects **your trip**.

We hope the scenarios below explain some of what **we** do or don't cover:

Cancelling due to COVID-19

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

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

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

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

Cutting your trip short

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

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

Your policy will not cover:

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

Emergency medical cover for COVID-19

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

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

Your policy will not cover:

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

Travel Insurance – Useful Information

Emergency Medical Assistance Service

If **you** are abroad and need urgent assistance please contact the Emergency Medical Assistance Service on +44 (0) 203 859 9317

Claims Notification

To make a claim under all sections (except under the Gadget Cover) please contact:

Travel Claims Team

AXA, The Quadrangle, 106-118 Station Road Redhill RH1 1PR

Tel: +44 (0) 203 859 9317

Online claims: <https://puffin.uk.axa.travel/>

To make a claim under the Gadget Cover please contact:

Taurus Insurance Services Limited.

Suite 2209-2217 Eurotowers,

Europort Road, Gibraltar

Tel: 0330 020 0032

Online Claims: <https://tiga.taurus.claims/#/home>

Email: puffin.tiga@taurus.gi

Making yourself heard

Any complaint **you** may have should in the first instance be addressed to the relevant helpline as outlined within the policy wording.

If the complaint is still not resolved, **you** can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect **your** right to take legal action. Full details of addresses and contact numbers can be found within the 'Complaints procedure' section.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or call them on 020 7741 4100.

Cancellation Period

You are free to cancel this policy at any time. If **you** wish to cancel within 14 days of the policy start date or the receipt of the policy documents whichever is the later, **you** may do so by contacting **us** on 0333 772 0346 or by emailing customerservice@puffininsurance.com or writing to **us** for a full refund providing **you** have not travelled and no claim has been made.

Depending on when **you** cancel **your** policy, the following premium refunds will be made:

- All policies: Full refund if cancelled within 14 days
- Single Trip policies: 65% refund if cancelled before **your trip** starts (but outside of 14 days)
- Annual Multi-trip policies: 5% refund per full month remaining (outside of 14 days)

All premium refunds are subject to **you** not having travelled or claimed.

About your policy wording

If **you** have any queries about **your** cover, **you** can call **us** on the number listed in the Important Telephone Numbers' section. Please make sure **you** have **your** policy number when **you** call. **We** want **you** to get the most from **your** policy and to do this **you** should:

- read **your** policy wording and make sure **you** are covered for the sort of losses/ incidents **you** think might happen
- make sure that **you** understand the exclusions and conditions which apply to **your** policy because if **you** do not meet these conditions it may affect any claim **you** make.

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

- **Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section (unless **you** have contacted **us** and **we** have accepted in writing).
 - » If **you** fail to declare any **pre-existing medical conditions** **we** may refuse to deal with **your** claim or reduce the amount of any relevant claims, even if a claim is not related to an undisclosed **pre-existing medical condition(s)**.
- Losses that **we** do not state are specifically covered.
- Circumstances known to **you** before **you** purchased this insurance which could reasonably have been expected to lead to a claim will not be covered
- The intention of this policy is to cover the entire **trip**. The policy will need to cover the date that **your trip** begins until the date **you** return to the **UK** inclusive
- Any **trip** that has already begun when **you** purchased this insurance will not be covered
- Losses which occur outside of a valid **trip** (with the exception of Section 1 – Cancelling or **cutting short** a **trip**, see the definition of **Insurance period** for full details).

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

- In the 'General exclusions applying to **your** policy'
- Under 'What is not covered' in each section of cover.

If **we** do not state that something is covered, **you** should assume that it is not covered.

Introduction

This is **your** travel insurance policy. It contains details of what is covered, what is not covered and the conditions for each **insured person** and is the basis on which all claims will be settled.

It is confirmed by the issue of the policy schedule which should be read in conjunction with this policy wording.

In return for having accepted **your** premium **we** will provide insurance in accordance with the sections of **your** policy as referred to in **your** policy schedule.

The policy schedule is part of the policy.

If **you** need to make any changes to the details contained in **your** policy schedule, **you** should contact **us** soon as possible.

We will then advise if those changes can be made and whether any additional premium is required.

Words with special meanings

Throughout **your** policy wording, certain words are shown in **bold type**. These words have special meanings which are listed below.

Section 5a Legal expenses and assistance, Section 6 Personal accident Section 10 Gadget Cover have unique 'Words with special meanings' which can be found at the beginning of the section.

Accident(s)/Accidental

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

Baggage

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

Catastrophe

Means:

- fire
- flood
- earthquake
- explosion
- volcanic eruption and/or volcanic ash clouds
- tsunami
- landslide
- avalanche
- hurricane
- storm
- civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising
- an outbreak of food poisoning

meaning **you** cannot use **your** booked accommodation.

Close relative

Your mother, father, sister, brother, fiancé(e), wife, husband, civil partner, domestic partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, step parent, step child, step sibling, aunt, uncle, niece, nephew, cousin, next of kin, your guardian, anyone who you have guardianship of or anyone for whom you have power of attorney.

Colleague

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

Cut short/Cutting short

Either:

- a) **you** cutting short **your trip** by returning early directly to **your home**.
- b) **you** attending a hospital after **you** leave **your home** as an in-patient or being confined to **your** accommodation due to **personal quarantine** on the orders of a **medical practitioner**, in either case for more than 24 hours.

Claims will be calculated on the number of nights of **your trip you** missed due to **your** early return or the number of nights which **you** were hospitalised, quarantined or confined to **your** accommodation.

Claims under part b), above, will only be paid for the ill / injured / quarantined / confined **insured person**, but where **we** or the Emergency Medical Assistance Service agree for another **insured person** (including any children travelling with them) to stay with **you**, **we** will also pay for that **insured person's** proportion only of any unused travel and accommodation costs and expenses they have not used by remaining with **you**.

Cruise

A **trip** involving a sea or river voyage of more than one night, where transport and accommodation is primarily

on an ocean/ river going passenger ship, liner or cruiser.

Excess

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

For all sections excluding Section 10 – Gadget Cover the **excess** is per person per incident, limited to two **excess** amounts if more than one **insured person** is claiming, per **trip**.

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

Financial Failure

Means the Airline becoming Insolvent or has an administrator appointed and does not fulfil the booked flight(s)

Gadget(s)

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

Mobile Phones, Smart Phones, Laptops (including Custom Built), Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, 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).

Home

Your permanent **UK** home address listed on **your** policy schedule.

Home area

For residents of UK excluding Channel Islands and Isle of Man your home area means UK excluding Channel Islands and Isle of Man.

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

Important Documents

Passport, travel tickets, visas, travel permits, bio-metric card and driving licence.

Insurance Period

If annual multi trip cover is selected: cover is provided for the 12 month period as stated in the policy schedule. During this period any **trip** not exceeding the maximum days shown in **your** policy schedule is covered. Under annual multi trip policies Section 1 – Cancelling or cutting short a trip cover will start from the date stated in the policy schedule or the time of booking any **trip** (whichever is the later date).

If single trip cover is selected: cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the policy schedule. Under these policies **you** will be covered under Section 1 – Cancelling or cutting short a trip from the time **you** pay the premium.

Cover for all other sections applies for the length of each **trip**. The **insurance period** is automatically extended in the event that **your** return to **your home area** is unavoidably delayed due to an event covered by this policy.

Insured Person/You/Your/Yourself

Each person travelling on a **trip** who is named on the policy schedule and where the correct premium has been paid.

Medical condition(s)

Any disease, illness or injury.

Medical practitioner

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

Personal Money

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

Personal Quarantine

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

Pre-existing medical condition(s)

1. Any **medical condition** for which **you** have received prescribed medication or check-ups within the last 12 months
2. Any of the following **medical conditions** for which **you** have received prescribed medication or treatment including surgery, tests, investigations or check-ups within the last 5 years:
 - Respiratory conditions
 - Heart conditions
 - High blood pressure and / or high cholesterol
 - Cancerous conditions
 - Neurological conditions (for example stroke, brain haemorrhage, multiple sclerosis epilepsy and dementia)
 - Mental health conditions (for example anxiety, depression or eating disorders)
 - Diabetes.

Pregnancy Complication

- Toxaemia
- gestational hypertension
- gestational diabetes
- pre-eclampsia
- ectopic pregnancy
- molar pregnancy
- post-partum haemorrhage
- retained placenta membrane
- placental abruption
- hyperemesis gravidarum
- placenta praevia
- stillbirths
- miscarriage
- termination for medical reasons
- any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) before the expected delivery date.

Pre-paid charges

Charges **you** have paid before **you** travel, or are contracted to pay for, including but not limited to the following: car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees, excursions and hired **sports equipment**.

- Ski school fees, lift passes and hired **ski equipment** will only be covered provided **you** have purchased the additional Winter Sports section
- Costs associated with a sport or activity will only be covered providing **your** policy covers **you** for that sport or activity.

Public Transport

Train, tram, bus, coach, ferry service or airline flight operating to a published timetable, and pre-booked taxis.

Redundant/Redundancy

Being made unemployed through the loss of permanent paid employment (except voluntary redundancy) and at the time of purchasing the policy **you**, or **your travelling companion** had no reason to suspect that **you** would be made redundant.

Regional Quarantine

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

or public authority.

Ski Equipment

Skis (including bindings), ski boots, ski poles and snowboards.

Ski Pack

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

Sports Equipment

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

Terrorist Action

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

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

Travelling Companion

Any person with whom **you** are travelling/ staying or have arranged to travel/stay with. This person does not have to be insured by **your** policy.

Trip(s)

The period of time spent away from **your home** on pre-booked business or leisure travel.

Where **you** have selected an annual multi trip policy: the maximum duration of any one **trip** is shown in **your** policy schedule. If any **trip** exceeds **your** maximum number of days there is no cover under this policy for any additional days.

Your policy is valid for travel within **your home area** where **you** have at least 2 nights pre-booked accommodation or pre-booked transport at least 50 miles from **your home**, or travelling abroad where the **trip** starts and finishes in the **UK**.

If single trip cover is selected: cover is provided for the period of the **trip** and finishes when the trip ends, providing the trip doesn't exceed the period shown in the policy schedule.

Any **trips** to a country, specific area or event when the Foreign, Commonwealth & Development Office (FCDO) or a regulatory authority in a country to/from which **you** are travelling has advised against all travel are not covered.

UK

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

Unattended

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

Valuables

Means the below list (including any associated equipment):

- Jewellery
 - Watches (manual or automatic movement watches only, and excludes smartwatches)
 - Telescopes
- and fitness trackers which are defined as Gadgets and not as Valuables)

- Binoculars
- Cameras (analogue cameras only and excludes digital cameras which are defined

as Gadgets under this Policy and not as Valuables).

We/Us/Our

The service provider arranged by Inter Partner Assistance S.A. for all sections except Section 10 – Gadget cover.

You/Your/Yourself

See the definition of **Insured Person**.

About your insurance contract

Your policy is a legal contract between **you and us**.

The laws of the **UK** allow both parties to choose the law which will apply to this contract. However **your** policy will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

The Insurer

This policy is underwritten by Inter Partner Assistance S.A (except Section 10 – Gadget cover). Inter Partner Assistance S.A is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

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

Inter Partner Assistance S.A. is part of the AXA Group.

Section 10 – Gadget Cover

This insurance is underwritten by ERGO TIS on behalf of Great Lakes Insurance UK Limited. Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and whose registered office address is 10 Fenchurch Avenue, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting; register.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768. ERGO TIS is registered in the UK, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. Authorised and regulated by the Financial Conduct Authority, register number 805870.

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends upon the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS. Contact them at www.fscs.org.uk or call them on 0800 678 1100.

Our part of the insurance contract is as follows

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

Cancellation

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

- a) If **you** make a fraudulent claim
- b) If **you** are or have been engaged in criminal or unlawful activities
- c) If any policy in **your** name is added to the Insurance Fraud Register
- d) If **you** use threatening or abusive behaviour or language towards **our** staff or suppliers.

In each case no refund of premium will be made.

Duration

This policy lasts for a period of 12 months, or it is for a single trip – *Please refer to **your** policy schedule for **your** selected cover.*

Automatic renewals on annual multi trip policies

By purchasing this policy **you** provide **us** with the consent to set up a continuous payment authority. This means **we** are authorised to automatically renew **your** policy and apply for renewal payments from **your** account every year, even if **your** card has expired, until **you** instruct **us** to stop.

We will contact **you** at least 21 days before the end of **your** insurance period. If **you** still meet **our** eligibility

criteria, **we** will seek to automatically renew **your** policy by using the latest details **you** provided to **us**. **You** will also be provided with a renewal invitation which **you** should check to ensure all **your** details are still correct and relevant. **Your** renewal invitation will have information on how **you** can make changes to **your** details or tell **us** if **you** do not wish to renew **your** insurance before **your** renewal date.

If **you** opted out of auto renewal, then **you** will need to contact **us** to make payment, or **your** policy will not renew.

If **you** have declared a medical condition on **your** policy, then **you** will need to contact **us** prior to **your** expiry date if **you** wish to renew, this will be explained in the renewal invitation **we** send **you**.

How to opt-out of automatic renewals

Please contact the Puffin customer service on 0333 772 0346 or by emailing customerservice@puffininsurance.com

Non-payment of premiums

Where **we** have been unable to collect a premium payment **we** will contact **you** in writing to request payment. If **we** do not receive payment by the date **we** state, **we** will write to **you** again notifying **you** that payment has not been received and ask **you** to pay the outstanding amount. If payment is not received by the date **we** provide **we** will cancel the policy with immediate effect and notify **you** in writing.

Cancellation period

You are free to cancel this policy at any time. If **you** wish to cancel within 14 days of the policy start date or the receipt of the policy documents whichever is the later, **you** may do so by contacting **us** on 0333 772 0346 or by emailing customerservice@puffininsurance.com or writing to **us** for a full refund providing **you** have not travelled and no claim has been made. Depending on when **you** cancel **your** policy, the following premium refunds will be made:

- All policies: Full refund if cancelled within 14 days
- Single Trip policies: 65% refund if cancelled before **your trip** starts (but outside of 14 days)
- Annual Multi-trip policies: 5% refund per full month remaining (outside of 14 days).

All premium refunds are subject to **you** not having travelled and not made a claim or intending to make claim.

Conditions which apply to your policy

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

You must prevent loss, theft or damage

All persons covered by **your** policy must take reasonable steps to prevent loss, theft or damage to everything covered under **your** policy.

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

Reciprocal health agreements

European Union (not including EEA or Switzerland)

If **you** are travelling to countries within the European Union (EU), not including the EEA or Switzerland, **you** are strongly advised to obtain a Global Health Insurance Card (GHIC). **You** can apply for a GHIC either online at www.nhs.uk/using-the-nhs/healthcare-abroad/ or by telephoning 0300 330 1350. This will entitle **you** to benefit from the health care arrangements which exist between countries within the EU.

If **we** agree to pay for a medical expense which has been reduced because **you** have used either a Global Health Insurance Card or private health insurance, **we** will not deduct the **excess** under Section 2 – Medical Emergency and Repatriation Expenses.

Australia

If **you** require medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival, but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **your** local Post Office. Alternatively, please call the Emergency Assistance Service for guidance. If **you** are admitted to hospital contact must be made with the Emergency Assistance Service as soon as possible and their authority obtained in respect of any treatment not available under MEDICARE.

New Zealand

UK citizens on a short-term visit to New Zealand are eligible for treatment (medical, hospital and related) on the same basis as citizens of New Zealand. If the treatment relates to an existing **medical condition** or a new condition arises, then a **medical practitioner** must agree in each case that prompt treatment is needed before **your trip** ends, if treatment is to be provided under the Reciprocal Health Agreement. **You** will also need to show **your UK** passport.

You will however have to pay the same charges as New Zealanders for treatment at a doctor's surgery or for prescribed medication.

Pre-existing medical conditions

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

You must tell **us** of all **your pre-existing medical conditions**. If **you** fail to declare any **pre-existing medical conditions** **we** may refuse to deal with **your** claim or reduce the amount of any relevant claims, even if a claim is not related to an undisclosed **pre-existing medical condition(s)**.

It is a condition of this policy that **you** will not be covered under the following sections;

- Section 1 – Cancelling or cutting short a trip
- Section 2 – Medical emergency and repatriation expenses
- Section 6 – Personal accident and;
- Section 9 – Cruise cover

for any claims arising directly or indirectly from any **pre-existing medical condition(s)**

Unless **you** contact **us** on Tel: 0333 772 0346 or complete an online Medical Screening at website www.puffininsurance.com/travel-insurance and **we** have agreed, in writing, to cover **your medical condition(s)**.

Throughout the duration of the policy:

- i. Any **medical condition** or **pregnancy complication** **you** have in respect of which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought **their** advice), but despite which **you** still travel.
- ii. From any surgery, treatment or investigations for which **you** intend to travel outside of **your home area** to receive (including expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures).
- iii. From any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
- iv. If **you** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider

At the time of purchasing **your** policy **you** will not be covered for any claim arising directly or indirectly:

- i. From any **medical condition** for which **you**, a **close relative** or a **travelling companion** have received a terminal prognosis.
- ii. From any **medical condition** for which **you**, a **close relative** or a **travelling companion** are on a waiting list for or have knowledge of the need for surgery, treatment or investigation.
- iii. From any **medical condition** or symptoms for which anyone to be insured under the policy is seeking medical advice but has not yet had a diagnosis or has not yet sought medical advice.

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

Sports and other activities

Covered as standard without charge

The following lists detail the sports and activities that this policy will cover without charge when **you** are participating on a recreational and non-professional basis during any **trip**. Any involvement in these sports and/or activities is subject to **you** following local laws and regulations and the use of recommended safety equipment.

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

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

- abseiling (within organisers guidelines)
- *administrative, clerical or professional occupations
- aerobics
- airboarding
- archaeological digging
- archery
- athletics
- badminton
- banana boating
- baseball
- basketball
- *battle re-enactment
- beach games
- billiards/snooker/pool
- body boarding (boogie boarding)
- bowls
- breathing observation bubble (bob)
- *camel riding (no personal liability cover)
- *camp America – counsellor
- canoeing (up to grade 2 rivers)
- *Catamaran sailing (if qualified and no racing or liability cover)
- *clay pigeon shooting (no liability cover)
- climbing (on climbing wall only)
- cricket
- croquet
- cross country running (non-competitive)
- curling
- Cycling (no racing or competitions). All protective clothing (e.g. helmet) must be worn. No cover for Mountain Biking – see separately listed activity
- dancing (including instruction)
- *dinghy sailing (no liability cover)
- *Driving motorised vehicles (excluding Quad bikes) for which **you** are licensed to drive in the United Kingdom (other than in motor rallies or competitions) and wearing a helmet if driving a motorbike, moped or scooter and no liability cover
- elephant riding/trekking
- falconry
- fell walking/running (up to 2,500 metres above sea level)
- fencing
- fishing / deep sea fishing
- fives
- flying (as a fare paying passenger in a fully licensed passenger carrying aircraft)
- flying fox (cable car)
- football (American) – not main purpose of the **trip**
- football (Association) – not main purpose of the **trip**
- frisbee/ultimate frisbee including competitions
- *rifle range shooting
- gaelic football – not main purpose of the **trip**
- *glass bottom boats/bubbles (no liability cover)
- *go karting (within organisers guidelines and no liability cover)
- golf
- handball
- *hobie catting (if qualified and no liability cover)
- horse riding (excluding competitions, racing, jumping and hunting)
- hot air ballooning (organised pleasure rides only)
- *hovercraft driving/passenger (no liability cover)
- hurling – not main purpose of the **trip**
- hydro zorbing

- ice skating
- in-line skating/roller blading (wearing pads and helmets)
- indoor skating/skateboarding (wearing pads and helmets)
- javelin throwing
- *jet boating (no racing or liability cover)
- jogging
- kayaking (up to grade 2 rivers)
- korfbal
- netball
- octopush
- orienteering
- *paint balling/war games (wearing eye protection and no liability cover)
- parasailing/parascending – over water
- passenger sledge
- pedalos
- Pilates
- pony trekking
- *power boating (no racing, non-competitive and no liability cover)
- racket ball
- refereeing
- ringos
- roller skating/blading/in line skating (wearing pads and helmets)
- rounders
- rowing (except racing)
- running
- safari trekking/tracking in the bush (must be organised tour)
- *sailing (if qualified or accompanied by a qualified person and no liability cover or racing)
- sail boarding/windsurfing
- sand boarding/surfing/skiing
- sand dune surfing/skiing
- *sand yachting (no liability cover)
- scuba diving to 18 metres (if qualified scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving)
- *Segway riding (organised tours only, wearing correct safety equipment including a helmet)
- skateboarding (wearing pads & helmets)
- sledging/tobogganing (not on snow)
- snorkelling
- soccer – not main purpose of the **trip**
- softball
- spear fishing (without tanks)
- *speed sailing (no liability)
- sphering/ Zorbing
- squash
- surfing
- swimming
- swimming with dolphins
- swimming/bathing with elephants
- Sydney harbour bridge (walking across clipped onto safety line)
- table tennis
- *tall ship crewing (no racing and no liability cover)
- ten pin bowling
- tennis
- trampolining
- tree canopy walking
- trekking/ walking /rambling up to 2,500 metres above sea level
- *trikke riding (organised tours only, wearing correct safety equipment including a helmet)
- tug of war
- volleyball
- wake boarding
- water polo
- water ski jumping
- water skiing
- whale watching
- wicker basket tobogganing
- wind surfing/sailboarding
- wind tunnel flying (pads and helmets to be worn)
- *yachting (if qualified and no liability cover)
- Yoga

Additional sports and activities

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

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

Pack 1

- *blookarting (no liability cover)
- body building
- field hockey
- fruit or vegetable picking
- gorilla trekking
- gymnastics
- high diving
- lacrosse
- marathon running (not professional)
- minjin swinging
- * Mountain biking (no racing, competition's or extreme downhill mountain biking – e.g. a very steep course which was specifically designed to be used by professional cyclists only).
- All protective clothing (e.g. helmet) must be worn. Height restriction of 2,500 metres above sea level.
- mud buggying
- rap jumping/running (within organisers guidelines)
- *restaurant/bar work
- rhino trekking
- river tubing
- roller hockey
- shinty
- street hockey (wearing pads and helmets)
- street luge
- tubing

Pack 2

- bamboo rafting
- canoeing (up to grade 3 rivers)
- dune sliding
- dune/wadi buggying/bashing
- grass skiing
- heptathlon
- kayaking (up to grade 3 rivers or coastal waters)
- polo
- polo cross
- scuba diving to 30 metres (if qualified
- scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving)
- sea canoeing/kayaking (within sight of land)
- trekking/walking/ rambling between 2,501 to 3,500 metres above sea level
- via ferrata
- weightlifting

Pack 3

- bungee jumping (within organiser's guidelines)
- bungee slingshot
- bungee swoop (within organiser's guidelines)
- bungee trampolining
- canoeing (grade 4 and above rivers)
- capoeira – no contact – dance movement only
- elephant polo
- hang gliding
- *jet skiing (no racing).
- judo
- karate
- kayaking (grade 4 and above rivers)
- kite boarding
- land skiing
- ostrich riding or racing
- paragliding
- *paramotoring
- parapenting/paraponting
- parasailing/parascending – over land
- pot holing/caving
- *quad biking
- rugby – not main purpose of the **trip**
- scuba diving to 40 metres (if qualified)

scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving)

- sky jumping (from Sky Tower in Auckland, New Zealand only)
- tai chi
- white water canoeing/kayaking/ touring up to grade 4
- white water rafting (within organisers guidelines) up to grade 4

Winter sports

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

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

- blade skating
- cross country skiing/nordic skiing
- dry slope skiing
- glacier skiing/walking
- husky dog sledding (organised, non-competitive and with experienced local driver)
- ice cricket
- ice go karting (within organisers guidelines and no liability cover)
- ice windsurfing (no liability cover)
- kick sledging
- ski – blading
- *ski – dooing/snow mobiling
- ski biking
- ski boarding
- ski run walking
- skiing
- skiing – big foot
- skiing – cross country
- skiing – mono
- skiing – nordic
- skiing – off piste** with a guide
- skiing alpine
- *sledding/sleigh riding (pulled by horse or reindeer as a passenger)
- sledging/tobogganing on snow
- snow biking
- snow blading
- snowboarding on piste**
- snowboarding – off piste** with a guide
- snow bobbing
- snow carving (using non powered hand tools only and not working above 3 metres from the ground)
- *snow go karting (no liability cover)
- *snow mobiling/skidooing (no liability cover)
- *snow scooting
- *snowcat driving
- snow shoe walking
- snow tubing
- telemarking
- winter walking (using crampons and ice picks only)

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

Important conditions relating to your policy

- Where **you** have selected an annual multi trip policy, the maximum duration of any one **trip** is:
 - » Silver and Gold policies: 32 consecutive days
 - » Platinum policies: 45 consecutive days.If any **trip** exceeds this duration, there is no cover under this policy for any additional days over that period.
- **Your** policy automatically extends to provide cover if **you** are unable to return **home** by the end of the **insurance period** due an event which is covered under the policy, providing **you** accept alternatives offered and don't intentionally delay **your** return.
- If **you** have purchased an Annual Multi trip policy: **Your** policy is valid for travel within **your home area** where **you** have least 2 nights pre-booked accommodation or pre-booked transport at least 50 miles from **your home**.
- **Your** policy is valid when travelling abroad where the **trip** starts and finishes in the **UK**.
- **Your** policy covers only persons permanently resident in the **UK** and registered with a **UK GP**
- Claims will only be considered if the cause of the claim falls within the **insurance period**.

Policy information

If **you** would like more information or if **you** feel the insurance may not meet **your** needs, please telephone 0330 772 0346 or email customerservice@puffininsurance.com

Making a claim

If you are abroad and need urgent assistance please contact the Emergency Medical Assistance Service on +44 (0) 203 859 9317

How to make a claim under all benefits except the Gadget Cover:

For all claims follow these steps:

1. Find the relevant section listed below and ensure that **you** have all the claims evidence **we** require. All claims evidence must be supplied at **your** own expense.
2. Telephone the relevant helpline listed in the 'Important telephone numbers' section as soon as reasonably possible with **your** policy number or make a claim online <https://puffin.uk.axa.travel/>.

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

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

How to make a claim under the Gadget Cover:

Telephone: 0330 020 0032

Online Claims: <https://tiga.taurus.claims/#/home>

Email: puffin.tiga@taurus.gi

Claims evidence

Claims evidence will be at **your** own expense.

Section 1 – Cancelling or cutting short a trip

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

- Tour Operator’s booking invoice or other evidence of **your trip**.
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and copy of **your** Global Health Insurance Card (GHIC).
- Tour Operator’s cancellation invoice or unused flight tickets.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- Confirmation from a **medical practitioner** that **you** or **your travelling companion** are not fit to travel.
- Confirmation from the Clerk of the Courts office that **you** are required for Jury Service or as a witness in a court of law.
- Confirmation from **your** employer/**your travelling companion’s** employer of **redundancy** and period of employment or leave cancelled.
- A letter from **your** tour operator’s representative, hotel or accommodation provider where appropriate.
- Confirmation of the delay to **Public Transport** from the company involved.
- Original Police report including crime reference number or incident report, obtained within 24 hours of the incident or as soon as possible after that.
- Confirmation from a relevant authority that **you** have been instructed to stay at/ return **home**.
- A copy of a death certificate, where appropriate.

Section 2 – Medical emergency and repatriation expenses

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

- Tour operators booking invoice or other evidence of **your trip**.
- Receipts or bills for all in-patient/ outpatient treatment or emergency dental treatment received.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital concerned.
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and (if travelling in Europe) a copy of **your** Global Health Insurance Card (GHIC).
- Receipts or bills or proof of purchase for any other transport, accommodation or other costs, charges or expenses claimed for, including calls to the Emergency Medical Assistance Service.
- In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- Information and medical history from **your** GP (if this is requested **you** may need to sign a release form with **your** surgery to obtain this).
- Details of any travel, private medical or other insurance under which **you** could also claim.
- A police report including crime reference number or incident report, from the local Police in the country where the mugging took place.

Section 3 – Disruption or delay to travel plans

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

- Tour Operator’s booking invoice or other evidence of **your trip**.
- Tour Operator’s cancellation invoice or unused flight tickets.
- Confirmation from the carrier of the reason and duration of **your** delay.
- Confirmation from a garage/motoring organisation that breakdown assistance was provided.
- Evidence of service history and/or MOT history for **your** vehicle.
- Confirmation of the delay to **public transport** from the company involved.
- Confirmation from the Police (if involved) of the circumstances giving rise to the claim.

- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.

Section 4 – Personal belongings and money

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

- Tour Operator’s booking invoice or other evidence of **your trip**.
- Courier’s report/Property Irregularity Report (PIR) from the carrier (this must be obtained immediately **you** are aware of an incident)
- A Police report including crime reference number or incident report, from the local Police in the country where the incident occurred for all loss, theft or attempted theft
- Proof of purchase (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/debit card statements etc.)
- Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate
- Household Contents policy details.
- All travel tickets and tags for submission
- A letter from the carrier confirming the number of hours **your** personal **baggage** was delayed for.

Section 5 – Legal and liability

Section 5a – Legal expenses and assistance

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

- Tour Operator’s booking invoice or other evidence of **your trip**
- Relevant documentation and evidence to support **your** claim, including photographic evidence
- Details of any travel or other insurance under which **you** could also claim.

Section 5b – Personal liability

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

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

Section 6 – Personal accident

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

- Tour Operator’s booking invoice or other evidence of **your trip**
- Detailed medical report from **your** consultant
- Confirmation of executor or administrator of the estate
- A copy of a death certificate, where appropriate.

Section 7 – Winter Sports

(This section is optional, if **you** have purchased this cover it will be shown on **your** policy schedule)

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

- Tour Operator’s booking invoice or other evidence of **your trip**
- Tour Operator’s cancellation invoice or unused flight tickets
- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody
- Keep all travel tickets and tags for submission
- Proof of ownership such as an original receipt, valuation or bank or credit card statements, for items lost, stolen or damaged
- Repair report where applicable.

Section 9 – Cruise Cover

(This section is optional, if **you** have purchased this cover it will be shown on **your** policy schedule)

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

- Tour operator's booking invoice or other evidence of **your trip**.
- Confirmation from **your cruise** operator confirming the reason **your** scheduled port visit was cancelled
- Confirmation from **your ship's** medical officer that **you** were confined to **your** cabin and confirming the length of **your** confinement.

Section 10 – Gadget Cover

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

- Proof of Purchase - 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). Delivery notes are not an acceptable form of proof of purchase.
- Proof of Usage - Evidence that shows the **gadget** has been in use since policy inception and up to the event giving rise to the claim. Where the **gadget** is a mobile phone 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** repairer.
- Police Report - In the event that the gadget has sustained malicious damage by a third party or has been lost or stolen.
- Photographic ID.
- Proof of Address
- Proof of Travel

Table of Benefits

Section	Sum Insured up to (per Insured Person/Per Trip)		
	Silver	Gold	Platinum
Excess for all Sections excluding Section 10 – Gadget Cover	£99 per insured person/per incident (max 2)	£75 per insured person/per incident (max 2)	£50 per insured person/per incident (max 2)
Section 1 – Cancelling or Cutting short your Trip			
Cancelling or Cutting short your Trip	£1,500	£3,000	£5,000
Section 2 – Medical Emergency and Repatriation Expenses			
Medical Emergency and Repatriation Expenses	£10,000,000	£10,000,000	£10,000,000
Emergency Dental	£500	£500	£500
Hospital benefit (per day) ¥	£50	£50	£50
Hospital benefit (total) ¥	£600	£800	£800
Section 3 – Disruption or Delay to Travel Plans			
Missed Departure	£525	£750	£750
Travel Delay (per 12 hour period) ¥	£50	£50	£50
Travel Delay (total) ¥	£100	£200	£200
Travel Disruption	£1,500	£3,000	£5,000
Section 4 – Personal Belongings and Money			
Baggage	£1,500	£2,000	£2,500
Single article limit	£200	£250	£350
Valuables (this will be deducted from your baggage allowance)	£250	£300	£400
Delayed baggage if lost in transit during the outward journey and not returned to you within 12 hours (if the loss is permanent this will be deducted from your baggage allowance) ¥	£300 (£50 per 12 hours)	£400 (£50 per 12 hours)	£400 (£50 per 12 hours)
Personal money	£400	£400	£400
Cash	£300	£300	£300
Cash if under 16 ¥	£50	£50	£50
Important documents	£400	£400	£400
Section 5 – Legal and Liability			
Legal expenses and assistance	£15,000	£20,000	£20,000
Personal Liability	£2,000,000	£2,000,000	£2,000,000
Section 6 – Personal Accident			
Permanent Total Disablement or loss of Limb/ eye (Age 16-64)	£5,000	£5,000	£5,000
Death (Aged 16-64)	£5,000	£5,000	£5,000
Permanent Total Disablement or Loss of Limb/ Eye (Age 15 and under)	Nil	Nil	Nil
Death (Age 15 and under)	£1,000	£1,000	£1,000
Loss of Limb/Eye (Age 65 and over)	Nil	Nil	Nil
Permanent Total Disablement (Age 65 and over)	£5,000	£5,000	£5,000
Death (Age 65 and over)	£5,000	£5,000	£5,000
Section 7 – Winter Sports (this section is optional, if you have purchased this cover it will be shown on your policy schedule)			
Ski equipment (owned)	£500	£500	£500
Ski equipment (hired)	£500	£500	£500
Single article limit	£500	£500	£500
Hire of ski equipment (per day)) ¥	£25	£25	£25
Hire of ski equipment (total)) ¥	£250	£250	£250
Ski pack (per day) ¥	£20	£20	£20

Ski pack (total) ¥	£200	£200	£200
Piste closure (per 24 hours) ¥	£30	£30	£50
Piste closure (total) ¥	£400	£400	£400
Avalanche and landslide cover (per 24 hours) ¥	£15	£20	£25
Avalanche and landslide cover (total)	£250	£400	£500
Section 8 – Scheduled Airline Failure Insurance			
Scheduled Airline Failure ¥	£5,000	£5,000	£5,000
Section 9 – Cruise Cover (this section is optional, if you have purchased this cover it will be shown on your policy schedule)			
Missed port (per port) ¥	£50	£100	£150
Missed port (total) ¥	£250	£500	£750
Cabin confinement (per 24 hours) ¥	£100	£100	£100
Cabin confinement (total) ¥	£1,500	£1,500	£1,500
Unused excursions	£250	£500	£750
Section 10 – Gadget Cover			
Excess for Section 10 – Gadget Cover, excess applicable per insured person and per incident	£50	£50	£50
Accidental or malicious damage, loss or theft	£1,000	£1,000	£1,000
Unauthorised Usage ¥	£1,000	£1,000	£1,000
Gadget Cover Extension (This section is optional, if you have purchased this cover it will be shown on your policy schedule)			
Accidental Damage, Theft, Malicious Damage and loss	£2,000	£2,000	£2,000
Unauthorised Usage ¥	£1,000	£1,000	£1,000

¥ No excess is applicable for sections marked.

Exclusions and conditions

These conditions apply throughout **your** policy. **You** must comply with them to have the full protection of **your** policy.

If **you** do not comply with them **we** may take one or more of the following actions:

- cancel **your** policy
 - declare **your** policy void (treating **your** policy as if it never existed)
 - change the terms and/or premium of **your** policy
 - refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.
1. Providing accurate and complete information
 - When taking out, renewing or making changes to this policy, **you** must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete.
 2. Changes in **your** circumstances
 - **You** must tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** policy schedule changes during the insurance period.
 3. **We** may not pay **your** claim if **you** do not:
 - Take all possible care to safeguard against **accident**, injury, loss, damage or theft
 - Give **us** full details of any incident which may result in a claim under **your** policy as soon as is reasonably possible
 - Pass on to **us** every claim form, summons, legal process, legal document or other communication in connection with the claim
 - Provide all information and assistance that **we** may reasonably require at **your** expense (including, where necessary, medical certification and details of **Your** household insurance).
 4. **You** must not admit liability for any event, or offer to make any payment, without **our** prior written consent.
 5. The terms of **your** policy can only be changed if **we** agree. **We** may require **you** to pay an additional premium before making a change to **your** policy.
 6. **You** must start each **trip** from **your home** in the **UK** and return to **your home** in the **UK** at the end of each **trip**.
 7. **You** agree that **we** can:
 - Make **your** policy void where any claim is proven to be fraudulent
 - Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **you** supply on a claim, together with information **you** have supplied at inception of **your** policy and other information relating to a claim, may be provided to the register participants
 - Take over and act in **your** name in the defence or settlement of any claim made under **your** policy
 - Take over proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under **your** policy
 - Obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **your** prior approval.
 8. **We** will not pay **you** more than the amounts shown in the Table of Benefits, these are subject to per person and per **trip** limits.
 9. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **we** will not pay more than **our** proportional share (not applicable to Section 6 – Personal accident).
 10. **We** will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **us** to:
 - Any sanctions, prohibitions or restrictions under United Nations resolutions; or
 - The trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America

General exclusions applying to your policy

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

1. Under all sections, any claim arising from a reason not listed under What is covered.
2. **Pre-existing medical conditions** as described in **Pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
3. Any claims where **you** were not fit to undertake **your trip** when booking **your trip** or purchasing **your** policy whichever is the later.
4. **Your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**.
5. **Your** inability to travel due to **your** failure to hold, obtain or produce a valid passport or any required visa in time for the booked **trip**.
6. Any circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to a claim under this policy.
7. Events which are caused by any of the following which were already taking place at the beginning of any **trip** or prior to purchasing **your** policy or booking or booking **your trip**:
 - war
 - invasion
 - acts of foreign enemies
 - hostilities or
 - warlike operations (whether war be declared or not)
 - civil war
 - rebellion
 - **terrorist action**
 - revolution
 - insurrection
 - civil commotion and/or
 - civil unrest assuming the proportions of or amounting to an uprising military or usurped power
 - Nuclear, chemical or biological attack.
8. **Your** travel to a country, specific area or event when the Foreign, Commonwealth & Development Office (FCDO) or a regulatory authority in a country to/from which **you** are travelling has advised against all travel.
9. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
10. Engaging in sports or activities which are not covered on **your** policy, there are many sports and activities which are covered as standard under the policy, please refer the Sports and Activities Section.
11. **Your** wilfully self-inflicted injury or illness.
12. Any claim related to euthanasia.
13. **You** are not covered for any claim arising directly or indirectly from:
 - **Your** consumption of alcohol, drugs and/or solvents impairing **your** physical ability and/or judgement
 - **You** abusing alcohol, drugs and/or solvents
 - **You** suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence and/or withdrawal.
14. **You** putting **yourself** at needless risk (except in an attempt to save human life).
15. **Your** own unlawful action or any criminal proceedings against **you**.
16. Where **you** have selected an annual multi trip policy the maximum duration of any one **trip** is:
 - Silver and Gold policies: 32 consecutive days
 - Platinum policies: 45 consecutive days.

If any **trip** exceeds this duration, there is no cover under this policy for any additional days over that period.

Your policy automatically extends to provide cover if **you** are unable to return **home** by the end of the **insurance period** due an event which is covered under the policy, providing **you** accept alternatives offered and don't intentionally delay **your** return.
17. **Your** work involving manual work, electrical and construction work or use of power tools or machinery.
18. Any other loss, damage or additional expense following on from the event for which **you** are claiming,

unless **we** provide cover under this insurance, this includes any claim for loss of enjoyment for any **trip**.
*Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim, loss of earnings following injury, illness or disease or not being able to enjoy the **trip** due not enjoying **your trip** due to poor weather.*

19. Any amount recoverable from any other source.
20. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.
21. Loss or damage due to depreciation (loss in value), variations in exchange rate.
22. **You** gaining access to controlled or restricted areas and/or the unauthorised use of swimming pools outside of the specified opening times. When travelling **you** must adhere to the guidelines issued for controlled areas, swimming pools etc.
23. **You** climbing on or jumping from a vehicle, building, bridge, scaffolding, balcony or climbing or moving from any part of any building to another (apart from stairs, ramps or walkways) and falling, regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.
24. Any claim where **you** are not wearing a helmet whilst on a motorcycle, moped, scooter, Segway or bicycle.
25. Any claim where **you** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
26. Any person not insured or named on this policy. This policy is not intended to cover any costs which relate to anybody not insured on this policy; with this in mind please ensure that all persons travelling have sufficient insurance to cover their needs. This applies even where **you** have paid for the additional costs for example, if **you** have paid for another person's travel or accommodation costs. The only exception to this is if cover is agreed for someone to remain with **you** in the event of an illness or injury and the Medical Assistance team agree for another person to remain with **you**.

Section 1 – Cancelling or cutting short a trip

Introduction

The purpose of this section is to help **you** if **you** have to cancel or **cut short your trip** as a result of one of the reasons listed below under the heading of ‘What is covered’.

However, under certain circumstances, **your** tour operator or transport provider may be responsible for refunding **your** costs. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider **we** will not provide cover for it under this policy. **You** may also be covered by **your** credit/debit card provider under the Consumer Credit Act if the services you’ve paid are not provided as agreed e.g. if company becomes insolvent.

For further information on the cover provided by **your** tour operator, **your** airline or **your** credit card provider please contact them directly.

The Denied Boarding Regulation (Regulation 261/2004 EC)

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly and **you** may be entitled to compensation from **your** airline in the event of one of the following:

1. Denied Boarding – Have **you** been denied boarding because the airline did not have enough seats on the flight?
2. Cancelled Flight – Has **your** flight been cancelled?
3. Long Delays – Has **your** flight been delayed for three hours or more?
4. Baggage – Has **your** checked-in **baggage** been damaged, delayed or lost?
5. Injury and Death by Accident(s) – Have **you** been injured during **your** flight?
6. Package Holidays – Did **you** get what **you** booked?

For full details of **your** entitlements, visit <https://www.caa.co.uk/Passengers/Resolving-Travel-Problems/Delays-and-cancellations/>

What is covered

Cover for cancelling a trip

We will pay **you** up to the amount shown in the Table of Benefits for **your** proportion only of **your** irrecoverable unused travel and accommodation costs and other **pre-paid charges** if **you** have to cancel **your trip** following any of the reasons which are shown below.

Cover for cutting short your trip

We will pay **you** up to the amount shown in the Table of Benefits for **your** proportion only of **your** unused travel and accommodation costs and other **pre-paid charges** together with any reasonable additional travel and expenses if **you** have to **cut short your trip** following any of the reasons which are shown below.

If **you** need to cancel or **cut short your trip**, any **pre-paid charge** relating to Winter Sports will only be covered if **you** have paid the premium for the additional cover.

Cover to cancel or cut short your trip for the following events:	Cover for cancelling a trip	Cover for having to cut short your trip
The death, injury due to an accident , illness, disease, or pregnancy complication of you , your travel companion , your close relative or your colleague .	✓	✓
Compulsory personal quarantine , jury service attendance or being called as a witness at a Court of Law (other than in an advisory or professional capacity) of you or your travelling companion(s) .	✓	✓
Redundancy of you or your travel companion .	✓	✓

You or your travel companion have leave withdrawn and are a member of the Armed Forces (including reserves and territorial), Emergency Services, medical or nursing professions (in the public sector) or Senior employees of the Government.	✓	✓
The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country in which you are travelling advising against all travel or all but essential travel to the area you are travelling to/in, but not including where advice is issued due to a pandemic or regional quarantine , providing the advice came into force after you purchased this insurance or booked the trip (whichever is the later) and was within 21 days of your departure date.	✓	✗
The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country in which you are travelling in advising you to evacuate or return to your home area , providing the advice came into force during your trip	✗	✓
No suitable alternative public transport is provided within 12 hours of the scheduled time of departure following delay or cancellation of your public transport , or you being involuntarily denied boarding (because there are too many passengers for the seats available)	✓	✗
Theft of your passport and/or visa within the 72 hours before your scheduled time of departure if you are due to travel outside your home area or during your trip meaning you are unable to continue your trip .	✓	✓

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- You** must get the prior approval of the Emergency Medical Assistance Service to confirm it is necessary to return **home** prior to having to **cut short your trip** for any of the reasons listed above.
- If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
- You** must provide a written police report as evidence if a claim is made due to theft of **your** passport and / or visa.

What is not covered

- The **excess**.
- Any claim arising from a reason not listed in the 'what is covered' section
- Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- Circumstances known to **you** before **you** purchase **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancelling or **cutting short** of the **trip**.
- Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (FCDO), or any other equivalent government body in another country, advises against travel due to a pandemic.
- The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip**. In addition if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.
- The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
- Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section.
- Any claims for **redundancy** that are voluntary, including compromise agreement or resignation. **We** will also not cover misconduct or dismissal.
- Costs paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.

11. Any property maintenance costs or fees incurred by **you** as part of **your** involvement of a Timeshare or Holiday Property Bond scheme.
12. Any cancellation claims relating to loss or theft of **your** passport or visa if left **unattended** at any time, unless stored securely in **your home**. During **your trip you** will not be covered to **cut short your trip** due to loss of **your** passport unless it was deposited in a safe, safety deposit box or left in locked accommodation.
13. Any unused or additional costs incurred by **you** which are recoverable from:
 - a) The providers of the accommodation, their booking agents, travel agent or compensation scheme.
 - b) The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
 - c) **Your** credit or debit card provider or Paypal.
14. Denied boarding due to **your** anti-social behaviour, drug use, alcohol or solvent abuse or **your** inability to provide any valid **important documents** or other documentation required by the **public Transport** operator or their handling agents.
15. **Your** unused and/or additional travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator.
16. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred as a result of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
17. Any claim due to a **regional quarantine**.
18. **Your** inability to travel due to **you** not producing vaccine certificates, medical tests/documents which are needed to travel.
19. Any additional costs for tests/documentation the government or other regulatory authority introduce and are needed in order for **you** to travel to/from/in **your** destination or to return to **your home area** regardless of whether **you** knew when booking or not.
20. Any costs for **your Package** holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice.
21. Anything mentioned in Exclusions and Conditions Section which are applicable to all sections of the policy.

Section 2 – Medical emergency and repatriation expenses

Introduction

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

What is covered

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

1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of **your home area**.
2. Emergency dental treatment incurred outside of **your home area** for the immediate relief of pain and / or emergency repairs to dentures or artificial teeth if they are causing pain.
3. Up to the amount shown in the Table of Benefits for every complete 24 hour period **you** are in hospital or confined to **your** accommodation on the advice of a **medical practitioner**. This limit is increased if **you** are admitted to hospital because **you** have suffered an injury whilst being mugged.
4. Up to the amount shown in the Table of Benefits towards meal expenses for a nominated person who is staying or travelling with **you**.
5. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem of which **you** are able to provide evidence.
6. The cost of taxi fares for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for **you**.
7. If **you** die outside **your home area** the cost of funeral expenses abroad plus the cost of returning **your** ashes or **your** body to **your home**.
8. If **you** die within on a **trip** within **your home area** the reasonable additional cost of returning **your** ashes or body to **your home**. Additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay beyond **your** scheduled return date. This includes, with the prior authorisation of the Emergency Medical Assistance Service, reasonable additional transport and/ or accommodation expenses for a **travelling companion**, friend or **close relative** to stay with **you** or travel to **you** from the **UK** or escort **you home**. Also additional travel expenses to return **you to your home** or a suitable hospital nearby if **you** cannot use the return ticket.
9. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you to your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Medical Assistance Service agree otherwise, if the Emergency Medical Assistance Service confirm an alternative method of travel is required this will only apply for the ill or injured **insured person**.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an **accident**, illness or disease which requires **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. If **you** suffer injury due to an **accident**, illness or disease **we** reserve the right to move **you** from one hospital to another and/or arrange for **your** repatriation to the **UK** at any time during the **trip**. **We** will do this, if in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and/or travel safely to **your home area** or a suitable hospital nearby to continue treatment.
3. This is not a private medical insurance policy. The intention of this section is to pay for emergency

medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until **your** return to **your home area**. **Our** decisions regarding the treatment or surgery that **we** will pay for (including repatriation to **your home area**) will be based on this.

If **you** do not accept **our** decisions and do not want to be repatriated, then **we** will not provide any cover under the following sections:

- Section 1 – Cancelling or cutting short a trip
- Section 2 – Medical emergency and repatriation expenses
- Section 6 – Personal accident
- Section 9 – Cruise Cover

We will then refuse to deal with claims from **you** for any further treatment and/or **your** repatriation to **your home area**.

Cover under all other sections will continue for the remainder of **your trip**.

What is not covered

1. The **excess** except under point 3 of 'What is covered'.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. **Your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**.
4. Any claim caused by participating in a sport or activity where the policy doesn't cover the sport or activity which **you** are taking part in.
5. Any claim caused by participating in a winter sports activity unless **you** have purchased the upgrade and it is shown as purchased in **your** schedule.
6. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred as a result of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
7. **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section unless **we** have agreed in writing to cover you.
8. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip** or had to extend **your trip**. In addition if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.
9. Expenses incurred for medical tests required in the area **you** are travelling to/in/from or returning to **your home area**, or by the **public transport** provider (unless specifically needed for a repatriation arranged by **our** Emergency Assistance Line).
10. Any claims arising directly or indirectly from:
 - a) The cost of treatment or surgery, including exploratory tests, which are not related to the injury due to an **accident** or illness which necessitated **your** admittance into hospital.
 - b) Any expenses which are not usual, reasonable or customary to treat **your** injury due to an **accident**, illness or disease.
 - c) Any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
 - d) Expenses incurred in obtaining, replenishing or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued whilst on **your trip**. Where possible and with the agreement of **your medical practitioner**, **you** should always travel with plenty of extra medication in case of travel delays.
 - e) Additional costs arising from single or private room accommodation.
 - f) Treatment or services provided by a health spa, convalescent, physiotherapist or nursing home or any rehabilitation centre unless agreed by the Emergency Medical Assistance Service.
 - g) Any costs incurred by **you** to visit another person in hospital or costs incurred by others to visit **you** in hospital.
 - h) Any expenses incurred after **you** have returned to **your home area**.
 - i) Any expenses incurred in the **UK** :

- i. for private treatment, or
 - ii. which are funded by, or are recoverable from the Health Authority in **your** usual country of residence, or
 - iii. which are funded by a reciprocal health agreement between these countries and/ or islands.
 - j) Any claim arising from **your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**.
 - k) Any expenses incurred after the date on which **we** attempt to move **you** from one hospital to another and/or arrange for **your** repatriation but **you** decide not to be moved or repatriated.
11. Anything mentioned in Exclusions and Conditions Section which are applicable to all sections of the policy.

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

Section 3 – Disruption or delay to travel plans

Introduction

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

For further information on the cover provided by **your** tour operator, airline or credit card provider please contact them directly.

The Denied Boarding Regulation (Regulation 261/2004 EC)

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly and **you** may be entitled to compensation from **your** airline in the event of one of the following:

1. Denied Boarding – Have **you** been denied boarding because the airline did not have enough seats on the flight?
2. Cancelled Flight – Has **your** flight been cancelled?
3. Long Delays – Has **your** flight been delayed for three hours or more?
4. Baggage – Has **your** checked-in **baggage** been damaged, delayed or lost?
5. Injury and Death by Accident(s) – Have **you** been injured during **your** flight?
6. Package Holidays – Did **you** get what **you** booked?

For full details of **your** entitlements, visit <https://www.caa.co.uk/Passengers/Resolving-Travel-Problems/Delays-and-cancellations/>

What is covered

1. Missed Departure

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

- the failure of other **public transport** or
- an accident to or breakdown of the vehicle in which **you** are travelling whilst on **your** journey to **your** departure point or
- an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay whilst on **your** journey to **your** departure point or
- strike or adverse weather conditions,

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

2. Delayed Arrival

If **you** arrive later than planned at **your** destination due to a delay of **public transport** **we** will pay **you** up to the amounts shown in the Table of Benefits for each 12 hour period of delay **you** suffer up to the maximum shown.

3. Travel Disruption

We will pay **you** up to the amount shown in the Table of Benefits for **your** reasonable additional accommodation and **public transport** travel expenses (up to the standard of **your** original booking) so that **you** may continue **your trip** If **your trip** is disrupted due to:

- a **catastrophe** or
- the **public transport** on which **you** were booked to travel being cancelled or delayed for at least 12 hours, diverted or redirected after take-off or
- **you** are involuntarily denied boarding and no suitable alternative is offered within 12 hours.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this

may affect **your** ability to claim.

1. **You** must seek financial compensation, assistance or a refund of **your** costs from **your** travel provider and invoke **your** rights under EU Air Passenger Rights legislation in the event of cancellation or delay of flights if applicable.
2. **You** must allow enough time to arrive at the departure point and check in for **your** outward or return journey.

What is not covered

1. The **excess** except under 2 of 'What is covered'.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
4. Any strike or adverse weather that was publicly announced prior to **you** purchasing **your** policy or within 7 days of booking any **trip**. *An example of publicly announced adverse weather would be the point which an impending weather event is officially named by the Met Office, Environment Agency or any similar body.*
5. Any unused or additional costs incurred by **you** which are recoverable from:
 - a) The providers of the accommodation, their booking agents, travel agent or compensation scheme.
 - b) The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
 - c) **Your** credit or debit card provider or Paypal.
6. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements within 12 hours of the scheduled time of departure.
7. Any claims relating to the insolvency of the **public transport** operator
8. Claims arising from:
 - a) Breakdown of any vehicle owned by **you** which has not been maintained in accordance with manufacturer's instructions or in the event of an accident or breakdown when repairers report is not provided
 - b) Any costs incurred as a result of **you** not planning **your** journey correctly, **you** must allow enough time to complete **your** journey and arrive at the time stipulated by the travel provider
 - c) Any property maintenance costs or fees incurred by **you** as part of **your** involvement of a Timeshare or Holiday Property Bond scheme are not covered.
9. Any costs associated with rearranging **your** travel plans due to the **public transport** provider changing their scheduled timings which in turn impacts **your** planned itinerary.
10. **Your** unused and/or additional travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator.
11. Any claim where **you** were unable to take **your public transport** due to delays in security and/or customs.
12. **Your** inability to travel due to **you** not producing vaccine certificates, medical tests/documents which are needed to travel.
13. Any additional costs for tests/ documentation the government or other regulatory authority introduce and are needed in order for **you** to travel to/from/in **your** destination or to return to **your home area** regardless of whether **you** knew when booking or not.
14. Anything mentioned in Exclusions and Conditions Section which are applicable to all sections of the policy

Section 4 – Personal belongings and money

Introduction

The purpose of this section is to help **you** in the event of something happening to **your** suitcases (or containers of a similar nature), their contents, **sports equipment** and **your personal money**. Below explains the cover **we** provide if **your** articles are lost, stolen or damaged.

What is covered

1. **We** will pay **you** up to the amount shown in the Table of Benefits for the following items if they are accidentally lost, damaged or stolen whilst on **your trip**:
 - a) **Baggage**
 - b) **Valuables**
 - c) replacement of essential items if lost in transit due to carrier error during the outward journey for more than 12 hours
 - d) **Personal money** (excluding cash)
 - e) Cash
 - f) Replacement **important documents**

The maximum **we** will pay **you** for any one item, pair or set of items under this section is shown in the Table of Benefits as the single article limit.

Any claim under point 1b and 1c will be deducted from **your baggage** limit.

If **you** need to claim, **we** will pay **you** based on today's prices minus a deduction for wear and tear and depreciation (loss of value), or **we** may replace, reinstate or repair the lost or damaged **baggage** or **valuables** or **we** may replace, reinstate or repair the lost or damaged **baggage** or **valuables**.

2. **We** will pay **you** up to the amount shown in the Table of Benefits to obtain a replacement of **your important documents** which have been lost, damaged or stolen whilst outside of **your home area**. This is to enable **you** to return **home** or continue **your trip**.

*The intention of this is to help pay for travel and accommodation costs in getting to the embassy to obtain suitable replacements. **You** must check whether any temporary documentation will enable **you** to continue **your planned trip**.*

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must report any theft to the Police in the country where the theft occurred as soon as possible and get a crime reference number or incident report.
2. **You** must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.
3. If any items are lost, stolen or damaged whilst in the care of an airline **you** must report this within the time limit contained in their terms and conditions and get a Property Irregularity Report.

What is not covered

1. The **excess** (except for claims under point 1c of What is covered).
2. Any claim for **Gadgets** (see Section 10 – Gadget Cover).
3. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
4. Any claim for **sports equipment** where the policy doesn't cover the sport or activity which **you** are taking part in.
5. Any claim for **ski equipment** (please refer to Section 7 – Winter sports if **you** have paid the premium for the additional cover).
6. Loss, theft of or damage to **valuables**, cash, **important documents** or **personal money** left **unattended** at any time unless deposited in a safe, safety deposit box or left in locked accommodation.
7. Loss, theft of or damage to **baggage** and **sports equipment** contained in an **unattended** vehicle unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment,

fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.

8. Loss, theft or damage:
 - a) Due to delay, confiscation or detention by customs or any other authority
 - b) To motor accessories (excluding keys which are covered only for a car which is owned by **you**)
 - c) To tobacco products, tobacco substitutes and perishable goods (such as food and drinks)
 - d) Caused by wear and tear, or
 - e) Mechanical or electrical breakdown.
9. Loss or damage due to depreciation (loss in value), variations in exchange rate.
10. Anything mentioned in Exclusions and Conditions Section which are applicable to all sections of the policy.

Section 5 – Legal and liability

Introduction

This section is split in to two parts.

The purpose of the Legal expenses and assistance section is to help **you** in the event **you** need to claim compensation if someone else causes **you** illness, injury or death.

The purpose of the Personal liability section is to help **you** in the event **you** are found liable for damage to someone else's property or cause another person illness, injury or death.

Section 5a – Legal expenses and assistance

Words with special meanings in this section (which are shown in italics)

Lawyer

Means the legal representative or other appropriately qualified person acting for **you**. **You** have the right to choose the lawyer acting for **you** in the following circumstances:

- a) Where the commencement of court proceedings to pursue **your** claim is required.
- b) Should any conflict of interest or dispute over settlement arise.

What is covered

We will pay up to the amount shown in the Table of Benefits for legal costs to pursue a civil action for compensation, against someone else who causes **you** injury due to an **accident**, illness or death.

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

Prospects of success

We will only provide cover where **your** claim or any appeal **you** are pursuing or defending is more likely than not to be successful. If **you** are seeking damages or compensation, it must also be more likely than not that any judgement obtained will be enforced.

If **we** consider **your** claim is unlikely to be successful or any judgement will not be enforced **we** or **you** may request a second opinion from an independent *lawyer*. If **you** seek independent legal advice any costs incurred will not be covered by this policy.

If the independent *lawyer* agrees **your** claim is unlikely to be successful or any judgement is unenforceable then **you** cannot make a claim under this section.

Special conditions relating to claims

1. **We** shall have complete control over the legal case through agents **we** nominate, by appointing agents of **our** choice on **your** behalf with the expertise to pursue **your** claim.
2. **You** must follow **our** agent's advice and provide any information and assistance required within a reasonable timescale.
3. **You** must advise **us** of any offers of settlement made by the negligent third party and **you** must not accept any such offer without **our** permission.
4. **We** may include a claim for **our** legal costs and other related expenses.
5. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party for any legal costs incurred under this policy. **You** must give **us** any assistance **we** require from **you** and any amount recovered shall belong to **us**.

What is not covered

1. The **excess**
2. Legal costs and expenses incurred in pursuit of any claim against **us**, **our** appointed agents, someone **you** were travelling with, a person related to **you**, or another **insured person**.
3. Legal costs and expenses incurred prior to **our** written acceptance of the case.
4. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.

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

Section 5b – Personal liability

What is covered

We will pay **you** up to the amount shown in the Table of Benefits (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:

1. Injury due to an **accident**, death, illness or disease to any person who is not in **your** employment or who is not a **close relative** or persons residing with **you**.
2. Loss of or damage to property that does not belong to and is neither in the charge of nor under the control of **you**, a **close relative** and/or anyone in **your** employment other than any temporary holiday accommodation occupied (but not owned) by **you**.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must give **us** written notice of any incident, which may result in a claim as soon as possible.
2. **You** must send **us** every court claim form, summons, letter of claim or other document as soon as **you** receive it.
3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give **us** all necessary information and assistance which **we** may require.
5. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

What is not covered

1. The **excess** except for claims under Section 5a – Legal expenses and assistance.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Compensation or legal costs arising directly or indirectly from:
 - a) Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
 - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
 - c) Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
 - d) The transmission of any contagious or infectious disease or virus.
 - e) **Your** ownership, care, custody or control of any animal.
 - f) Any claim where the incident occurred within the **UK**.
4. Anything mentioned in Exclusions and Conditions Section which are applicable to all sections of the policy.

Section 6 - Personal accident

Introduction

The purpose of this section is to provide **you** with a financial lump sum in the event **you** suffer *permanent total disablement, loss of sight, loss of a limb* or death as a result of an **accident** during **your trip**. This section will not be applicable if **you** suffer any of the above as the result of an illness.

Words with special meanings in this section (which are shown in italics)

Loss of limb

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

Permanent Total Disablement

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

Loss of sight

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

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

What is covered

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

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

Special conditions relating to claims

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

What is not covered

1. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
2. Benefit is not payable to **you**:
 - a) Under more than one of benefit 1, 2 or 3 in the table above.
 - b) Under benefit 2 if the permanent loss of use of an entire hand or foot is only partial and not total and complete (being 100%).
 - c) Under benefit 3 until one year after the date **you** sustain injury due to an **accident**.
3. Benefit 1 will be paid to the deceased **insured person's** estate.
4. Any claim which is caused by either:
 - a) Medical or surgical procedures or
 - b) Illness, infection or bacteria or
 - c) Any gradually developing bodily deterioration.
5. No payment will be made if **you** sustain injury whilst participating in an activity that is not covered by this policy.
6. Any claim not resulting from an unintentional **accident**.
7. Anything mentioned in Exclusions and Conditions Section which are applicable to all sections of the policy.

Section 7 – Winter sports

(only applicable if shown on your policy schedule)

Introduction

This section is available to purchase as an optional upgrade.

The purpose of this section is to provide cover whilst **you** are on a Winter sports **trip** that involves activities or sports that are on snow or ice. It's important to check the sports and other activities section of the wording to ensure that any activities that **you** plan to participate in as part of **your** Winter sports **trip** are covered. The policy will not cover any professional sports or entertainment and racing events.

Cover is available only if the Winter sports section is shown as purchased in **your** policy schedule and the additional premium has been paid.

Where **you** have purchased an annual multi- trip policy **you** are only covered for either 17 or 24 days of Winter Sports activity during the **insurance period**. **Your** limit will be displayed in **your** policy schedule.

What is covered

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

1. Ski equipment

- a) The accidental loss of, theft of or damage to **your** own **ski equipment** (reduced to the amount shown in the Table of Benefits for hired **ski equipment**).

The maximum **we** will pay **you** for any one item, pair or set of items under this section is shown in the Table of Benefits as the single article limit.

- b) The cost of hiring replacement **ski equipment** if **your** owned **ski equipment** is lost, stolen or damaged (including temporary loss in transit for more than 24 hours).

2. Ski pack

Up to the amount shown in the Table of Benefits for the unused portion for **your** **ski pack** following **your** **accident**, bodily injury, illness or disease.

3. Piste closure

If a lack of snow, too much snow or an avalanche results in the skiing facilities (excluding cross country skiing) in **your** resort being closed. This only applies to **trips** taken outside of the **UK** during the published ski season for **your** resort.

4. Avalanche and landslide cover

Reasonable additional accommodation (room only) and transport if **you** are delayed by 24 hours or more by avalanche or landslide.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- You** must report any theft to the police in the country where the theft occurred as soon as possible and get a crime reference number or incident report of the loss, theft or attempted theft of **your** own **ski equipment**.
- You** must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.

What is not covered

- The **excess** under point 1b of 'What is covered'.
- Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- Any claim where **you** did not leave **your** home to start **your** trip.
- Loss, theft or damage to **ski equipment** left **unattended** at any time.
- Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle at any time unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.

6. Loss, theft or damage:
 - a) due to delay, confiscation or detention by customs or any other authority
 - b) due to depreciation (loss in value) or variations in exchange rate
 - c) to motor accessories (excluding keys which are covered only for a car which is owned by **you**)
 - d) caused by wear and tear, or
 - e) mechanical or electrical breakdown.
7. The closure or impending closure of the skiing facilities in **your** resort existing or being publicly announced by **your** tour operator, resort or the media by the date **you** purchased this insurance or at the time of booking **your trip**.
8. Any circumstances where transport costs, compensation or alternative skiing facilities are provided to **you**.
9. Anything mentioned in the General exclusions applicable to all sections of the policy.

Section 8 – Scheduled airline failure insurance

What is Covered?

We will pay up to £5,000 in total for each **Insured Person** named on the invoice and on the airline ticket for:

1. Irrecoverable sums paid prior to **Financial Failure** of the scheduled airline not forming part of an inclusive holiday prior to departure or
2. In the event of **Financial Failure** after departure:
 - a) Additional costs incurred by the **Insured Person** in replacing that part of the flight arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
 - b) If curtailment of the holiday is unavoidable -the cost of return flights to the United Kingdom, Isle of Man, Channel Islands or Northern Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

What is not Covered?

1. Scheduled flights not booked within the United Kingdom, Isle of Man, Channel Island or Northern Ireland prior to departure.
2. Any costs resulting from the **Financial Failure** of:
 - a) Any scheduled airline which is, or which any prospect of **Financial Failure** is known by the **Insured Person** or widely known publicly at the date of the **Insured Person's** application under this policy
 - b) Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
3. The **Financial Failure** of any travel agent, tour operator, booking agent or consolidator with whom the **Insured Person** has booked a scheduled flight
4. Any losses which are not directly associated with the incident that caused the **Insured Person** 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.

Section 9 – Cruise cover

(only applicable if shown on your policy schedule)

Introduction

The purpose of this section is to provide cover specifically for a **cruise**.

Under certain circumstances **your cruise** company, tour operator or transport provider may be responsible for providing assistance and compensation.

What is covered

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

1. If, once **your cruise** has started, a scheduled port visit is cancelled due to adverse weather or timetable restrictions and no alternative port can be offered.
2. If **you** are confined to **your** cabin due to an accident or illness which is covered under section 2 – Medical emergency and repatriation expenses then **we** will pay **you** up to the amount shown in the Table of Benefits per 24 hours period, up to the maximum.
3. Unused pre-booked excursions which **you** cannot use because **you** are confined to **your** cabin due to an **accident** or illness which is covered under section 2 – Medical emergency and repatriation expenses.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim

1. **You** must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an **accident**, illness or disease which requires **your** admittance to the ships medical centre or hospital as an in-patient or before any arrangements are made for **your** repatriation.

What is not covered

1. The **excess** except under points 1 and 2 of the What is covered section.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip**, which could reasonably have been expected to lead to **cruise** interruption.
4. **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
5. Any **trip** taken on board a cargo vessel.
6. Costs paid for using any reward scheme (for example Cruise miles, Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.
7. Any **cruise** itinerary changes arising directly or indirectly from:
 - a) strike or industrial action
 - b) **you** failing to attend the port visit as per **your** itinerary
 - c) if **your cruise** ship cannot put people ashore due to the mechanical or operational failure of the ships tender or any other boat used to put people ashore
 - d) any change of itinerary where the **cruise** operator has offered a monetary amount of compensation (including onboard credit).
8. Anything mentioned in the Exclusions and Conditions sections which are applicable to all sections of the policy.

Section 10 – Gadget cover

(Including optional Enhanced Gadget Cover Extension)

You are automatically covered for **gadget cover** as standard. The increased limits under the Enhanced gadget cover extension in the Table of Benefits only apply if the appropriate additional premium has been paid and Enhanced gadget cover is shown on **your policy schedule**

Words with special meanings in this section

The words and phrases defined below are specific to this cover and have the same meaning wherever they appear in **bold** in this **gadget** insurance section of cover

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 an owner, director or employee of that company.

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

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 insured person, as detailed in **your policy schedule**.

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

1. **you**, or
2. **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, Smart Phones, Laptops (including **Custom Built**), Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, 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 (or the equivalent tax if purchased overseas) company and supplied with a **proof of purchase**.
2. purchased second hand or gifted to **you**, provided that **you** have the original **proof of purchase** and a signed letter from the original owner confirming that **you** own the **gadget(s)**. The original **proof of purchase** or letter must include the following details of **your gadget(s)**:
 - a) either the IMEI or serial number (whichever is applicable);
 - b) the make and model;
 - c) the sale price (**your** purchase price);
 - d) 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 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**.

Policy Schedule – A summary of **your** Travel Insurance Policy which includes details of **your** travel gadget cover.

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 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**.

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

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

We, Us, Our – Means ERGO TIS on behalf of Great Lakes Insurance UK Limited.

You, Your, Person Insured – Each person shown on the **policy schedule**, for whom the appropriate insurance premium has been paid.

What is covered

1. 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**.

2. Loss

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

3. 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.

4. Theft

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

5. Unauthorised Usage

If **your gadget** is stolen, **we** will refund the cost of **unauthorised usage** up to the limit as shown in **your policy schedule**. Please note: This cover will only apply if there is no protection from such losses from **your** network provider.

What is not covered

We will not pay for:

1. **Your excess** which applies as shown in the schedule of benefits.
2. Any claim that occurs whilst not on a **trip**.
3. Any claim for a **gadget** that does not meet the “Criteria” as listed within the definition of **gadget**.
4. 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**)
5. Any claim where the policy was purchased whilst **you** or **your gadget(s)** were not in the United Kingdom.
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. Any **loss, theft** or **accidental damage** of the **gadget** left as checked-in baggage.
9. Any loss, theft or accidental damage to the **gadget** as a result of confiscation of detention by customs, other officials or authorities.
10. 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.
11. Any claim where the **gadget** wasn’t in good condition and in full working order at the time you commence **your** **trip**
12. Any claim where **you** have failed to take reasonable precautions to prevent **damage, theft** or **loss**. This will include, but not limited to:
 - 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**.
13. Any claim where the IMEI/Serial number cannot be determined from **your gadget**.
14. Any kind of damage whatsoever unless the damaged **gadget** is provided for repair.
15. Any **unauthorised usage** unless associated with a valid **theft** or **loss** claim.
16. **Loss, theft** of or **accidental damage** to any accessories
17. Any claim solely for components of **your gadget** that would be considered a consumable e.g. batteries

18. Any repairs or other costs for repairs carried out by anyone not authorised by us.
19. Any claim where there is evidence that the **damage, theft or loss** occurred prior to the commencement of **your trip**.
20. 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.
21. Any claim for **malicious damage** which was caused by **you** or **your immediate family**.
22. The VAT element of any claim if you are registered for VAT.
23. Any claim resulting from an unlawful act. This will include, but not limited to:
 - a) Any unlawful act deliberately or intentionally committed by an insured person; or
 - b) The operation of law or the order of any court; or
 - c) Civil or criminal proceedings against anyone on whom **your** insured journey depends.
24. Any **damage, theft or loss** to SIM or memory cards in isolation (unless it accompanies a valid claim for **your gadget**).
25. Cosmetic damage to the **gadget** that has no effect on the functionality of the **gadget**, to include marring, scratching and denting.
26. 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
27. Loss of any software or firmware failures.
28. 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.
29. 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.
30. 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**.
31. Any claim for **damage, theft or loss** caused by deception.
32. 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.

CONDITIONS AND LIMITATIONS

Claims Procedure

How to make a claim

To enable us to process **your** claim as quickly as possible, please read **our** Claims Guide and complete **our** Claim Form, found at <https://tiga.taurus.claims>, and send us the requested documentation 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 can contact the **Claims Administrator** on 0330 020 0032 or puffin.tiga@taurus.gi

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

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

1. Report the **theft or loss** of **your gadget** to **your** network provider within 24 hours of discovery so they can blacklist **your** handset/item (where this is applicable).
2. Report the **theft or loss** of **your gadget** to the Police, local to where the incident occurred, within 24 hours of discovery and obtain a crime reference number in support of a **theft** claim and a copy of the police report.

3. Provide the **proof of purchase** of the **gadget** for which you are claiming. Such **proof of purchase** must evidence that **you** own that particular **gadget**, which may include the IMEI number or serial number (where applicable in respect of mobile phones and laptops) and other identifying details where appropriate.
4. Provide the **proof of usage** (in respect of SIM enabled devices) from **your** Network that confirms the mobile phone has been in use since the start of **your trip** and up to the event giving rise to the claim.
5. Complete and return any claim form or documents as required by the **Claims Administrator** within a reasonable time frame of the incident date with any other requested documentation.
6. Not attempt to repair the item yourself or use an unauthorised repairer or this will invalidate the cover.
7. Not format **your gadget(s)** in such a way that makes obtaining the last usage date impossible.
8. Pay the **excess** as requested by the **Claims Administrator**.
9. 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).

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, **we** 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 we 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 **our** full discretion).
- c) Where **we** send **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 053 4261 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 **we** 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 053 4261 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** policy schedule, 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** policy schedule, is less than the **purchase price** of the **gadget(s)** the amount **you** are able to claim will be calculated as follows:

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

Example:

If **your** gadget was purchased for £1000 but insured with a value of £500, 50% of its real value, **we** will only be liable to pay 50% of the claimed amount

Fraud

The contract between **you** and **us** is based on mutual trust. However, if anyone named on **your** policy schedule or anyone acting for **you** provides false information or documentation or withholds important information to obtain cover under **your** Policy for which **you** do not qualify, or to obtain cover at a reduced premium, then:

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

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

1. Makes a claim knowing this to be false or fraudulently exaggerated in any respect or to any degree; or
2. Makes a statement in support of a claim knowing the statement to be false in any respect; or
3. Submits a document in support of a claim knowing the document to be forged, amended or false in any respect; or
4. Makes a claim in respect of any loss or damage caused by **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; and
- Will, at **our** option, cancel **your** Policy; and
- Will not return any premium paid; and
- Will inform the Police and criminal proceedings may follow.

Law

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

YOUR RIGHTS

Premiums and Claims

When handling premium payments from **you** that are due to **us** and when handling any claim **you** make, the **Claims Administrator** acts as **our** authorised agent. This means that when **you** pay a premium to the **Claims Administrator** it is deemed to have been received by **us** and that any valid claim **you** make is not deemed to have been settled by **us** until **you** have actually received a repaired or replacement item.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if **we** cannot meet **our** liabilities under this policy.

The level of compensation provided will depend upon the circumstances of the claim. Further information is available from the FSCS by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU, UK or by phone on 0800 678 1100 or 0207 741 4100 or from their website at www.fscs.org.uk.

DATA PROTECTION NOTICE

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.

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**.

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.

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 UK Limited 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 or 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 TIS, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom
Email: dataprotectionofficer@ergo-travel.co.uk
Phone: +44 (0) 1403 788 510

Data Protection Notice and Fraud

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

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

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

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

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

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

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

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

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

If **you** want to know how to make a complaint to the **UK** Information

Commissioner or have any other requests or concerns relating to **our** use of **your** data, including obtaining a printed copy of the website privacy notice please write to **us** at:

Data Protection Officer AXA

106-108 Station Road Redhill

RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Important Telephone Numbers

Customer Services

Tel: 0333 772 0346

To make a claim under all sections (except under the Gadget Cover) please contact:

Tel: +44 (0) 203 859 9317

Online claims: <https://puffin.uk.axa.travel/>

To make a claim under the Gadget Cover please contact:

Tel: 0330 020 0032

Online Claims: <https://tiga.taurus.claims/#/home>

Email: puffin.tiga@taurus.gi

Medical Assistance

From anywhere in the world Tel: +44 (0) 203 859 9317

From the United Kingdom Tel: 0203 859 9317

Complaints Procedure

You have the right to expect the best possible service and support. If **we** have not delivered the service **you** expected, or **you** are concerned with the service provided, **we** would like the opportunity to put things right. The following will help **us** understand **your** concerns and give **you** a fair response.

If **your** complaint relates to the sale of the policy, please contact **your** broker directly. If **your** complaint relates to a claim under **your** policy, please contact **us** as follows:

For all Claims complaints (except emergency medical assistance or complaints relating to the Gadget Cover):

You can write to:

Complaints Team AXA
The Quadrangle, 106-118 Station Road Redhill RH1 1PR
Email: claimcomplaints@axa-assistance.co.uk

For all emergency medical assistance complaints:

Tel: +44 (0) 2038 599 317

When **you** contact **us**, please have the following information available:

- **Your** name, address and postcode, telephone number and email address (if **you** have one).
- **Your** policy number and/or claim number and the type of policy **you** hold.
- The reason for **your** complaint.
- All written correspondence should be headed 'COMPLAINT' and include any supporting documentation.

For all complaints relating to the Gadget Cover, first contact:

Customer Relations Officer
Taurus Insurance Services Limited
Suite 2209-2217 Eurotowers
Europort Road, Gibraltar
Telephone: 0330 020 0032
Email: gadget.complaints@taurus.gi

What to do if you are still not satisfied

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

The Financial Ombudsman Service Exchange Tower
London E14 9SR
Telephone: 0300 123 9123 or 0800 023 4567
Fax: 020 7964 1001

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

Website: www.financial-ombudsman.org.uk

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

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



Customer Services

Tel: 0333 772 0346

To make a claim under all sections (except under the Gadget Cover) please contact

Tel: +44 (0) 203 859

Online Claims: <https://puffin.uk.axa.travel/>

To make a claim under Gadget cover please contact

Tel: +44 (0) 330 020 0032

Online Claims: <https://tiga.taurus.claims/#/home>

Email: puffin.tiga@taurus.gi

Medical Assistance Service

From anywhere in the world

Tel: +44 (0) 203 859 9317

From the United Kingdom

Tel: 0203 859 9317

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Our Travel Insurance is underwritten and administered by Inter Partner Assistance S.A. Inter Partner Assistance S.A is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

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