

# Policy Wording





Contacting us



# Contacting us

#### **BEFORE YOUR TRIP**

If **you** want to make a change to **your** policy call Customer Services on 0345 812 0047 or email info@travelinsurancesaver.co.uk

If **you** need to cancel **your trip you** can make a claim online 24/7 at https://uk.claims.axa.travel Alternatively, **you** can call (0) 1737 334 734.

#### **DURING YOUR TRIP**

#### In an emergency you should contact the emergency services straight away.

- If you are in hospital contact our Medical Assistance Service as soon as possible or if you
  need medical assistance whilst abroad contact our Medical Assistance Team on +44 (0)
  1737 334 734.
- If you want to cut short your trip contact our Assistance Team on +44 (0) 1737 334 734.
- Just tell them **you** have a Travel Insurance Saver policy and quote **your** policy number which is on **your** policy schedule.

Our team is available 24 hours a day, 7 days a week, 365 days a year.

#### Our team will:

- ensure you are receiving appropriate treatment in a safe facility,
- help make arrangements if you need medical assistance whilst abroad,
- arrange appropriate repatriation should we agree it is medically necessary,
- assist if you need to cut short your trip.

Please note repatriation arrangements and medical expenses will only be covered in full if **your** claim is covered.

If **you** want to extend **your trip** or check **your** cover contact Travel Insurance Saver Customer Services on (0)345 812 0047 or email info@travelinsurancesaver.co.uk

#### **AFTER YOUR TRIP**

If you have out of pocket expenses you can make a claim:

- All sections (except Section 9 Gadget Cover) online 24/7 at <a href="https://uk.claims.axa.travel">https://uk.claims.axa.travel</a> or call 01737 334 734 Monday to Friday between 9:00 am and 5:00 pm.
- Section 9 Gadget Cover online at https://theoxfordclaimscompany.co.uk/make-a-claim or call 01865 745566 Monday to Friday 9:00 am and 5:00 pm.

If **you** want to make a complaint about:

- The sale of your policy call 0345 812 0047 or email complaints@rothwellandtowler.co.uk
- A claim, all sections (except Section 9 Gadget Cover) call 01737 334 734 or email claimcomplaints@axa-assistance.co.uk,
- Section 9 Gadget Cover call 01865 745566 or email complaints@theoxfordclaimscompany.co.uk

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# Table of Benefits

Section	We will pay <b>you</b> up to (per <b>trip)</b>				
	Bronze	Silver	Gold		
Excess - limited to two excess amounts if more	£150 per person	£50 per person	£50 per person		
than one <b>insured person</b> is claiming, per <b>trip</b> .	per incident	per incident	per incident		
Section 1 - Cancellation or Cutting Short your Trip					
Cancellation or Cutting Short your Trip	£1,250	£2,500	£4,000		
Section 2 - Medical Emergency and Repatriation	n Expenses				
Medical Emergency and Repatriation Expenses	£10,000,000	£10,000,000	£10,000,000		
Emergency Dental *	£400	£500	£600		
Hospital Benefit (per 24 hours) *	£50	£50	£50		
Hospital Benefit (total) *	£1,000	£1,500	£2,000		
Section 3 - Disruption or Delay to Travel Plans					
Missed Departure	£500	£500	£1,000		
Travel Delay Benefit (per 12 hours) *	£15	£35	£50		
Travel Delay Benefit (total) *	£150	£350	£500		
Travel Disruption	£1,250	£2,500	£4,000		
Section 4 - Personal Belongings and Money					
Baggage	£1,500	£2,000	£3,000		
Single article limit	£300	£500	£700		
Valuables	£300	£500	£700		
Delayed baggage (per 24 hours) *	£50	£60	£125		
Delayed <b>baggage</b> (total) *	£250	£300	£600		
Personal money	£250	£500	£750		
Cash	£250	£300	£500		
Cash (under 18)	£50	£50	£50		
Important documents *	£100	£300	£300		
Section 5 - Legal and Liability					
Legal expenses and assistance *	£50,000	£50,000	£50,000		
Personal Liability	£2,000,000	£2,000,000	£2,000,000		
Section 6 - Personal Accident					
Death (aged under 18 or over 65)*	£0	£2,000	£2,000		
Death (aged 18 and over and aged 65 and under)*	£0	£10,000	£20,000		
Loss of Limbs and/or Loss of Sight	£0	£10,000	£20,000		
Permanent Total Disablement*	£0	£10,000	£20,000		

# Table of Benefits continued

Section 7 – Winter Sports				
(This section is optional, if <b>you</b> have purchased this	cover it will be sh	lown on <b>vour</b> po	licy schedule)	
Winter sports equipment (owned)	£500	£750	£1,000	
Winter sports equipment (hired)	£150	£200	£400	
Single article limit	£250	£500	£500	
Winter sports equipment hire (per 24 hours) *	£50	£50	£50	
Winter sports equipment (total) * (following				
delay, loss, theft or damage to owned <b>ski</b>	£250	£400	£500	
equipment)				
Ski pack (per 24 hours) *	£50	£50	£50	
Ski pack (total) *	£250	£400	£500	
Piste closure (per 24 hours) *	£50	£50	£50	
Piste closure (total) *	£250	£400	£500	
Avalanche and Landslide cover (per 24 hours) *	£100	£100	£100	
Avalanche and Landslide cover (total) *	£500	£700	£1,000	
Physiotherapy in the <b>UK</b>	£0	£350	£350	
Section 8 – Cruise Cover				
(This section is optional, if you have purchased this	cover it will be sh	own on <b>your</b> po	licy schedule)	
Missed port (per port) *	£0	£100	£100	
Missed port (total) *	£0	£500	£500	
Cabin confinement (per 24 hours) *	£0	£50	£50	
Cabin confinement (total) *	£0	£500	£500	
Unused excursions	£0	£500	£500	
Section 9 – Gadget Cover <sup>¥</sup>				
Accidental or malicious damage, loss or theft	£1,000	£1,000	£1,000	
Unauthorised Usage	£1,000	£1,000	£1,000	
Single Article Limit	£1,000	£1,000	£1,000	
Gadget Cover Extension – Option 1				
(This section is optional, if you have purchased this	cover it will be sh	own on <b>your</b> po	licy schedule)	
Accidental or malicious damage, loss or theft	£2,000	£2,000	£2,000	
Unauthorised Usage	£1,500	£1,500	£1,500	
Single Article Limit	£1,500	£1,500	£1,500	
Gadget Cover Extension – Option 2				
(This section is optional, if <b>you</b> have purchased this cover it will be shown on <b>your</b> policy schedule)				
Accidental or malicious damage, loss or theft	£3,000	£3,000	£3,000	
Unauthorised Usage	£2,000	£2,000	£2,000	
Single Article Limit	£1,500	£1,500	£1,500	

<sup>\*</sup>No excess is applicable for sections marked.

 $<sup>^*</sup>$ For Section 9 the cover limit applies to each **insured person**. The Gadget Cover Extension increases the standard cover to the amount listed in the table above. (from £1,000 to £2,000 under option 1 or from £1,000 to £3,000 under option 2).

## **Useful Information**

#### **CLAIMS NOTIFICATION**

If you need to make a medical claim, there are two options available for you.

#### 1. Doctor Please!

- If **you** are abroad and need medical help fast but it's not an emergency please call +44 (0) 1737 334 734 to speak to a UK qualified General Practitioner. This service is available 365 days a year, 24 hours a day. Appointments can be conducted from anywhere in the world via an internet browser, the Doctor Please! Android or iOS app, or simply over the phone.
- 2. Emergency medical and assistance from anywhere in the world

  If **you** are abroad and **you** require emergency medical assistance please call +44 (0) 1737 334 734. This service is available 365 days a year, 24 hours a day.

You can register all other claims except Section 9 – Gadget Cover online at https://uk.claims.axa.travel or telephone the Customer Helpline on +44 (0) 1737 334 734 as soon as reasonably possible with **your** policy number. Lines are open Monday to Friday between 9am and 5pm.

To make a claim for Section 9 – Gadget Cover, please log **your** claim online on **our** portal - https://theoxfordclaimscompany.co.uk/make-a-claim. Alternatively, **you** can contact the **Claims Administrator** on 01865 745566 (Lines are open between 9:00am and 5:00pm Monday to Friday) or by emailing claims@theoxfordclaimscompany.co.uk as soon as possible but ideally within 48 hours of **your** return to the UK.

#### **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 at www.fscs.org.uk or call them on 0207 741 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 0345 812 0047, by visiting https://secure.travelinsurancesaver.co.uk/contact/request-policy-refund or writing to us at info@travelinsurancesaver.co.uk for a full refund providing you have not travelled and no claim has been made.

If **you** cancel a single trip policy after the first 14 days of receipt of the documents **we** will refund 65% of the premium paid, providing **you** have not travelled and no claim has been made.

If **you** cancel an annual multi trip policy after the first 14 days of receipt (or after the renewal date) **we** will refund a portion of the premium depending on the number of complete months remaining on **your** policy providing **you** are not on a **trip** at the time the policy is cancelled and no claim has been made since the policy was issued or renewed.

### **Covid Scenarios**

We understand that it is important you know what cover is in place if Coronavirus or Covid-19 affects 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.
- 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.

# **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.
- Any **trip** that has already begun when **you** purchased this insurance.
- 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 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.

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 and Section 9 – 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** (but excluding **valuables**, **gadgets**, personal **money** and **important documents**)

#### Catastrophe

Means any of the following resulting in **your** booked accommodation being unusable:

- 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
- avalanche

#### **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**.

#### 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.

#### **Cut short/Cutting short**

Either:

- a) you cutting short the trip after you leave your home by direct early return to your home.
- b) You attending a hospital outside your home area as an in-patient or being confined to your accommodation abroad due to personal quarantine, in either case for a period in excess of 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**.

#### **Excess**

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

For all sections excluding Section 9 – Gadget Cover, the **excess** is per person per incident, limited to two **excess** amounts if more than one **insured person** is claiming, per **trip**.

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

#### Gadget

The portable electronic **gadget/s** that meet the **Criteria**, are insured by this policy. **Gadgets** include: laptops, mobile phones, smart phones, iPads, tablets, e-readers, MP3 Players, CD/DVD players, head/ear phones, satellite navigation devices, PDAs, handheld games, consoles, cameras, video cameras and smart watches. Please note **we** do not provide cover for drones or wearables.

#### Home

Your permanent UK residence 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 31 days 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.

For both annual multi trip cover and single trip cover: 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, providing **you** accept alternatives offered and don't intentionally delay **your** return.

For single trip cover your policy will cease if we have paid for you to cut short your trip.

#### Insured Person(s)/You/Your

Each person travelling on a trip who is named on the policy schedule.

#### Insurer

For all sections excluding Section 9 – Gadget Cover, the service provider, arranged by Inter Partner Assistance S  $\Delta$ 

#### **Medical condition**

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.

#### **Package**

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

- a) Transport
- b) Accommodation
- c) Other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the package as more fully described under The Package Travel and Linked Travel Arrangements Regulations 2018.

#### **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)

Any of the following **medical conditions** from which **you** have suffered from or received medical advice, treatment (including surgery, tests, investigations by **your** doctor/consultant /specialist) or prescribed drugs or medication in the last five years:

- Any cancer condition
- Any heart-related or blood circulatory condition (including high blood pressure and high cholesterol)
- Any diabetic condition
- Any neurological condition
- Any breathing condition
- Any renal, kidney or liver condition
- Any psychiatric or psychological condition (including anxiety, stress and depression)

#### And/or

 Any other medical condition for which you have been prescribed medication or which you have received or are waiting to receive treatment including surgery, tests, or investigations) within the last 12 months.

#### Pre-paid charge(s)

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, green fees, ski school fees and lift passes.

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.

#### 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.

#### **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.

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.

Trips outside of the UK must start and end in your home area.

Where **you** have selected an annual multi trip policy the maximum duration of any one **trip** is 31 consecutive days. If any **trip** exceeds 31 days there is no cover under this policy for any additional days over the 31 day period.

Where **you** have selected an annual multi trip policy **your** policy is valid for **UK** travel 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 **your home area**.

#### IJK

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 unauthorised interference with **your** property or vehicle.

#### **Valuables**

The below list (including any associated equipment):

- jewellery
- watches (manual or automatic movement watches only, and excludes smartwatches and fitness trackers which are defined as Gadgets and not as Valuables)
- cameras (analogue cameras only and excludes digital cameras which are defined as Gadgets and not as Valuables).
- We/Us/Our

Inter Partner Assistance S.A (except Section 9 – Gadget Cover)

#### You/Your/Yourself

See the definition of **insured person**.

- telecommunications equipment (excluding mobile phones)
- telescopes
- binoculars

## **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 for Section 9 – 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.

#### 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 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 0207 741 4100.

#### **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 if it is for a single trip – *Please refer to your policy schedule for your selected cover.* 

#### **NON-PAYMENT OF PREMIUMS**

Where **we** have been unable to collect a premium payment **we** will contact **you** in writing to request payment within 7 days. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and give **you** a further 7 days to pay the outstanding amount. If payment is not received by that date **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 0345 812 0047, by visiting https://secure.travelinsurancesaver.co.uk/contact/request-policy-refund or writing to us at info@travelinsurancesaver.co.uk for a full refund providing you have not travelled and no claim has been made.

## About Your Insurance Contract continued

If **you** cancel a single trip policy after the first 14 days of receipt of the documents **we** refund 65% of the premium paid, providing **you** have not travelled and no claim has been made.

If **you** cancel an annual multi trip policy after the first 14 days of receipt (or after the renewal date) **we** will refund a portion of the premium depending on the number of complete months remaining on **your** policy providing **you** are not on a **trip** at the time the policy is cancelled and no claim has been made since the policy was issued or renewed.

#### **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.

You should not put yourself at needless risk (except in an attempt to save human life).

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

If you are travelling to a country which has a reciprocal health agreement with your home area you are entitled to benefit from the health care arrangements which exists between the country you are visiting and your home area.

If **we** agree to pay for a medical expense which has been reduced because **you** have used a reciprocal health agreement or private health insurance, **we** will not deduct the **excess** under Section 2 – Medical emergency and repatriation expenses.

If travelling within the EU **you** can apply for a GHIC either online https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/ or by telephoning 0300 330 1350.

If travelling outside of the EU visit https://www.nhs.uk/using-the-nhs/healthcare-abroad/

# **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**.

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

- Section 1 Cancellation or Cutting Short your trip
- Section 2 Medical Emergency and Repatriation Expenses
- Section 6 Personal Accident
- 1. At the time of taking out this policy for:
  - a) Any **pre-existing medical condition(s)** that **you** have unless **we** have agreed, in writing, to cover **your pre-existing medical conditions**
  - b) Any **medical condition(s) you** have been referred for investigations at a hospital, clinic or nursing home but which **you** have not yet had a diagnosis.
  - c) Any **medical condition** affecting **you**, a **close relative** or a **colleague** that **you** are aware of, that could reasonably be expected to result in a claim on this policy.
- 2. At any time from:
  - a) Any **medical condition you** have which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought their advice), but despite this **you** still travel.
  - b) Any surgery, treatment or investigations for which **you** intend to travel to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures).
  - c) Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
  - d) Your travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.

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.

**You** will not be covered under Section 2 – Medical emergency and repatriation expenses if **you** travel against medical advice. **You** may be able to claim under Section 1 – Cancelling or cutting short **your trip** if this is medically necessary.

# **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.

If **you** are participating in any other sports or activities not mentioned, please contact **us** as **we** may be able to offer cover for an additional premium. Details of those sports and activities which **you** have purchased cover for will be added to **your** policy schedule.

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
- Amateur athletics (track and field)
- Amusement parks (within organisers guidelines)
- Archaeological digging (use of hand tools only)
- Archery
- Badminton
- Banana boating/donuts/inflatables behind power boat \*
- Baseball (amateur)
- Basketball (amateur)
- Beach games
- Bicycle riding/Cycling wearing a helmet where required (excluding any participation in extreme events, racing or competitions) height restricted to maximum of 2,500 metres above sea level
- Billiards/snooker/pool
- BMX riding (wearing a helmet and no racing, stunts or obstacles) up to 2,500 metres above sea level
- Body boarding (boogie boarding)
- Bowls
- Breathing observation bubble (BOB)
- Bungee jumping/swoop within organisers guidelines and wearing appropriate gear
- Camel riding \*
- Camp America counsellor \*
- Canoeing (up to grade 2 rivers)
- Capoeira no contact dance movement only
- Caring for children \* (au pair/nanny)

- Catamaran sailing \* (if qualified and no racing)
- Clay pigeon shooting \*
- Climbing (indoors on climbing wall only)
- Cricket (amateur)
- Croquet
- Cross country running
- Curling (amateur)
- Dancing (including instruction)
- Deep sea fishing
- Dinghy sailing (no racing) \*
- Driving motorised vehicles \* (excluding Quad bikes and Buggies) for which you are licenced to drive in the UK (other than in races, motor rallies or competitions) and wearing a helmet if driving a motorbike, moped, s scooter, Segway or assisted bicycle and wearing a seatbelt when travelling in a motorised vehicle where a seatbelt is available for use
- Falconry \*
- Fell walking/running (up to 2,500 metres above sea level)
- Fencing (training only)
- Fishing
- Fives
- Flying as a fare paying passenger in a fully licensed passenger carrying aircraft
- Flying fox (cable car)
- Football (amateur only, no coaching and not main purpose of trip)
- Freefall/sky diving simulator (within organisers guidelines)
- Frisbee/ultimate frisbee
- Glass bottom boats/bubbles \*
- Go karting \* (amateur only and within organisers guidelines)

# Sports and Other Activities continued

- Golf
- Great Wall of China
- Handball (amateur)
- Helicopter rides (as a fare paying passenger in a fully licensed passenger carrying aircraft)
- Hobie catting \* (if qualified and no racing)
- Horse riding \*(wearing a helmet and excluding competitions, racing, jumping and hunting)
- Hot air ballooning (organised pleasure rides only)
- Hovercraft driving/passenger \*
- Hurling (amateur only and not main purpose of trip)
- Husky/horse/reindeer sledging or sleigh riding (as an activity as a passenger only with a local driver and not on snow)
- Hydro zorbing
- Indoor climbing (on climbing wall)
- Indoor skating/skateboarding (wearing pads and helmets)
- Inline skating/roller blading (wearing pads and helmets)
- Javelin throwing (amateur)
- Jet boating \* (excluding racing and/or competitions)
- Jogging
- Karting \* (wearing a helmet and no racing)
- Kayaking (up to grade 2 rivers)
- Kayaking sea (within sight of land)
- Korfball (amateur)
- Netball (amateur)
- Octopush
- Orienteering
- Paint balling/war games \* (wearing eye protection)
- Parasailing/parascending over water \*
- Pedalos
- Pilates
- Pony trekking (wearing a helmet) \*
- Power boating \*
- Racket ball
- Rambling
- Refereeing (amateur only)
- Ringos (not on snow) \*
- Roller skating/blading/in-line skating (wearing pads and helmets)
- Rounders (amateur)
- Rowing (no racing)

- Running (non-competitive, not part of a triathlon and not a marathon of any type)
- Safari trekking/tracking in the bush (must be organised tour)
- Sail boarding/wind surfing
- Sailing/yachting \* (if qualified or accompanied by a qualified person and no racing)
- Sand boarding/sand dunes/dune sliding/sand surfing/sand skiing
- Scuba diving up to depth of 18 metres (if qualified or accompanied by qualified instructor and not diving alone, not involved in cave diving and not involved in air travel until more than 24 hours have elapsed after your last dive)
- Sea canoeing/kayaking (within sight of land)
- Segway riding \* (organised tours only, wearing correct safety equipment including a helmet)
- Shooting/small bore target/rifle range shooting (within organisers guidelines) \*
- Skateboarding (wearing pads and helmets)
- Sledging/sleigh riding as a passenger (pulled by a horse or reindeer) with a maximum of 2 nights for Lapland trips
- Snorkelling
- Softball (amateur)
- Spear fishing (without tanks)
- Speed sailing \* (no racing)
- Squash
- Students working as counsellors or university exchanges for practical course work \* (non-manual)
- Surfing (including on-board surf simulators)
- Swimming (excluding competitions or racing)
- Swimming with dolphins
- Swimming/bathing with elephants
- Sydney harbour bridge (organised and walking across clipped onto a safety line)
- Table tennis
- Tall ship crewing \* (no organised events or competitions)
- Ten pin bowling
- Tennis
- Trampolining
- Tree canopy walking

# Sports and Other Activities continued

- Trekking/hiking/walking/hill walking up to 2,500 metres above sea level
- Wake boarding \*
- Water polo (amateur)
- Water skiing/water ski jumping \*
- Whale watching
- White water canoeing/kayaking/touring/ rafting up to grade 2 rivers
- Wind surfing/sailboarding

- Tug of war
- Volleyball
- Wind tunnel flying (pads and helmets to be worn)
- Yoga
- Zap cats \*(if qualified or accompanied by a qualified person and no racing)
- Zip Lining/trekking (safety harness must be worn)
- Zorbing/hydro zorbing/sphering

#### **HAZARDOUS SPORTS AND OTHER 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\*

- Assault course (amateur only and not main purpose of the trip)
- Bamboo rafting (up to grade 3 rivers)
- Bar/restaurant work\*
- Beauty therapist\*
- Blokarting/land sailing/sand sailing \*
- Body building\*
- Bungee slingshot (within organisers guidelines and wearing the appropriate gear)
- Bungee trampolining (within organisers guidelines and wearing the appropriate gear)
- Dune/wadi buggying/bashing\*
- Elephant polo
- Field hockey
- Fruit or vegetable picking
- Grass skiing
- Gymnastic
- High diving (amateur only and not main purpose of the **trip**)
- Judo/Karate\* (amateur only and not main purpose of the trip)
- Lacrosse (amateur only and not main purpose of the trip
- Marathon running (amateur only and not main purpose of the trip)
- Minjin swinging
- Mixed gas diving (nitrox/trimax and not commercial) up to 40 metres (if qualified)

- Mud buggying\*
- Pot holing
- Retail trade including occasional, light, manual work\* (but not including the use of power tools and machinery)
- River tubing
- Roller hockey (amateur only and not main purpose of the **trip**)
- Rugby (amateur only and not main purpose of the **trip**)
- Scuba diving up to 40 metres (if qualified scuba diver or accompanied by qualified instructor)
- Sky jumping (from Sky Tower in Auckland, New Zealand only)
- Street hockey (wearing pads and helmets)
- Street luge/wicker basket tobogganing (as a passenger only)
- Superintendence of manual work\*
- Tai chi
- Trekking/hiking/walking/hill walking between 2,501 to 3,500 metres above sea level
- Tubing
- Via ferrata
- White water canoeing/kayaking/touring up to grade 4 rivers
- White water rafting (up to grade 4 rivers within organisers guidelines)

# Sports and Other Activities continued

#### **WINTER SPORTS AND ACTIVITIES**

The following sports and activities are only covered if the Winter Sports option is shown as purchased in **your** policy schedule.

There is no cover under Section 5b - Personal Liability for sports or activities marked with \*

- Ice hockey
- Ice skating
- Kick sledging
- Ski blading
- Ski doing \*
- Skiing on piste \*\*
- Skiing mono
- Skiing Nordic
- Skiing off piste within resort boundaries \*\*
- Sledging

- Sledging/sleigh riding as a passenger (pulled by dogs, horses or reindeer) \*
- Snow biking
- Snow boarding on piste \*\*
- Snow boarding off piste within resort boundaries \*\*
- Snow bobbing
- Snow carting \*
- Snow mobiling \*
- Snow shoe walking
- Tobogganing

<sup>\*\*</sup> 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 31 consecutive days. If any **trip** exceeds 31 days there is no cover under this policy for any additional days over the 31 day 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.
- 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, or travelling abroad where the trip starts and finishes in your home area.
- 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.

# Making a Claim

If **you** are abroad and need urgent assistance please contact the Emergency Medical Assistance Service on +44 (0) 1737 334 734. This service is available 365 days a year, 24 hours a day.

For all claims except Section 9 – Gadget Cover 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.
- Register your claim online at https://uk.claims.axa.travel/ or telephone the Customer Helpline on +44
   (0) 1737 334 734 as soon as reasonably possible with your policy number. Lines are open Monday to
   Friday between 9am and 5pm.

To make a claim for Section 9 – Gadget Cover, please log **your** claim online on **our** portal - https://theoxfordclaimscompany.co.uk/make-a-claim. Alternatively, **you** can contact the **Claims Administrator** on 01865 745566 (Lines are open between 9:00am and 5:00pm Monday to Friday) or by emailing claims@theoxfordclaimscompany.co.uk as soon as possible but ideally within 48 hours of **your** return to the UK. Please remember to keep copies of all correspondence **you** send to **us** for **your** future reference.

## Claims Evidence

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

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.
- Tour Operator's cancellation invoice or unused flight tickets.

# Claims Evidence continued

- 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:

- 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, a copy of the 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.

#### **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:

- 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.

# Claims Evidence continued

- 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 – OPTIONAL WINTER SPORTS**

(This section is available as an upgrade, if **you** have purchased this upgrade this will be shown in **your** insurance 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 (PIR) from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- 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.

#### **SECTION 8 – OPTIONAL CRUISE COVER**

(This section is available as an upgrade, if **you** have purchased this upgrade this will be shown in **your** insurance schedule.)

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

# Claims Evidence continued

- 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.

### **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. Failure to do this may impact or invalidate any **claim you** make.

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). We will only ask for information relevant to your claim.
- 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** or place of business in the **UK** and return to **your home** or place of business in the **UK** at the end of each **trip**.
- 7. You agree that we can:
  - Make **your** policy void where any claim is proven to be fraudulent.

## Exclusions and Conditions continued

- 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 policy limits and **excesses** section, these are subject to per person and per **trip** limits.
- 9. **You** agree that **we** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **us** details of such other insurance.
- 10. No insurer shall be deemed to provide and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, UK 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.
- 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. 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
  - terrorist action

- rebellion
- 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
- 7. Your travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which you are travelling has advised against all or all but essential travel (cover will be excluded under all sections other than claims arising from new FCDO advice resulting in you not being able to travel or cutting short the trip before completion, as provided for under Section 1 Cancelling or cutting short a trip). For example if you book a trip to an area the FCDO has advised against all or all but essential travel and that advice was in place when you booked and you have to claim, no cover will be in place.
- 8. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
- 9. 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.
- 10. Your wilfully self-inflicted injury or illness.
- 11. Any claim related to euthanasia.
- 12. 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.
- 13. You putting yourself at needless risk (except in an attempt to save human life).
- 14. Your own unlawful action or any criminal proceedings against you.
- 15. Where **you** have selected an annual multi trip policy the maximum duration of any one **trip** is 31 consecutive days. If any **trip** exceeds 31 days there is no cover under this policy for any additional days over the 31 day period.
- 16. **Your** manual work involving the lifting or carrying of heavy items in excess of 25 kgs, use of power tools or machinery, work involving the use of scaffolding or ladders, working at a height above 6m, any electrical or construction work or any form of work underground.
- 17. 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.
- 18. Any amount recoverable from any other source.

# General Exclusions Applying to Your Policy continued

- 19. 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.
- 20. **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.
- 21. Any claim where **you** are not wearing a helmet whilst on a motorcycle, moped, scooter, Segway or bicycle.
- 22. Any claim where **you** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
- 23. 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 persons 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**.
- 24. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.
- 25. Loss or damage due to depreciation (loss in value), variations in exchange rate.

# 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 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/debit card provider please contact them directly.

#### THE DENIED BOARDING REGULATION (REGULATION 261/2004 EC)

**You** may be entitled to compensation from **your** airline under The Denied Boarding Regulation (Regulation 261/2004 EC) if **your** flight:

- Departs from an EU airport, it can be operated by any airline, and/or
- Arrives at an EU airport and is operated by an EU airline

The regulation establishes the minimum rights for air passengers to ensure they are treated fairly 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 in the table 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 in the table 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.

# Section 1 - Cancelling or Cutting Short a Trip continued

Cover for the following events:	Cover for cancelling a <b>trip</b>	Cover for having to cut short your trip
The death, injury, illness, disease, or pregnancy complication of you, your travel companion, your close relative or your colleague	✓	✓
Compulsory <b>personal quarantine</b> , jury service attendance or being called as a witness at a Court of Law (other than in an advisory or professional capacity) of <b>you</b> or <b>your travelling companions</b> or the Police or other authorities requesting <b>you</b> to stay at or return <b>home</b>	<b>✓</b>	<b>✓</b>
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	✓	<b>✓</b>
The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country which <b>you</b> are travelling to advising against all travel or all but essential travel within 21 days of <b>your</b> departure date, but not including where advice is issued due to a pandemic or <b>regional quarantine</b>	✓	*
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	×	✓
Insolvency of the accommodation providers or their booking agents or catastrophe	(Silver and Gold only)	(Silver and Gold only)
No suitable alternative <b>public transport</b> is provided within 6 hours of the scheduled time of departure following delay or cancellation of <b>your public transport</b> , or <b>you</b> being involuntarily denied boarding (because there are too many passengers for the seats available)	<b>✓</b>	×
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	✓	✓
Failing to arrive at the international departure point in time to board the public transport on which you are booked to travel, and you are unable to arrange alternative public transport which results in you missing 50% or more of your trip, as result of:  a) the failure of other public transport or b) an accident to or breakdown of the vehicle in which you are travelling or c) an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay or d) adverse weather conditions	<b>✓</b>	×

# Section 1 - Cancelling or Cutting Short a Trip continued

**Your public transport** provider rearranging **your** departure or return within 7 days of **your** original planned departure and the new schedule means **you** missing 50% or more of **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.

- 1. **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.
- 2. If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
- 3. **You** must provide a written police report as evidence if a claim is made due to the theft of **your** passport and /or visa.

#### **WHAT IS NOT COVERED**

- 1. The excess.
- 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 cancelling or **cutting short** of the **trip**.
- 4. 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 not cover any costs incurred whilst returning **you** to y**our home** unless agreed by the Emergency Medical Assistance Service.
- 5. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
- 6. **Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
- 7. Any claims for **redundancy** that are voluntary, including compromise agreement or resignation. **We** will also not cover misconduct or dismissal.
- 8. Costs paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.
- 9. Any property maintenance costs or fees incurred by **you** as part of **your** involvement in a Timeshare or Holiday Property Bond scheme.
- 10. 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.
- 11. 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.
- 12. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
- 13. 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.
- 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.

# Section 1 - Cancelling or Cutting Short a Trip continued

- 15. 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.
- 16. The death or illness of any pet or animal.
- 17. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
- 18. Any claim due to a regional quarantine.
- 19. Any claim from you not wanting to travel due to the need to quarantine on return to your home area.
- 20. **Your** inability to travel due to **you** not producing vaccine certificates, medical tests/documents which are needed to travel.
- 21. 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.
- 22. **Your** unused and/or additional travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator.
- 23. Anything mentioned in the 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 amount 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 **personal quarantine**:

- 1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of **your** home area.
- 2. Emergency dental treatment for the immediate relief of pain only incurred outside of your home area.
- 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** and towards meal expenses for a nominated person who is staying or travelling with **you**.
- 4. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem for which **you** are able to provide evidence.
- 5. 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**.
- 6. 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**. If **you** die on a **trip** within **your home area** the reasonable additional cost of returning **your** ashes or body to **your home**.
- 7. 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:
  - a) Reasonable additional transport and/or accommodation expenses for someone to stay with **you** or travel to **you** from the **UK** or escort **you home**.
  - b) Additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.
  - c) Reasonable additional accommodation expenses if **you** have to move accommodation nearer the hospital following the extended stay.
  - d) Reasonable taxi or hire car costs for **your** travel to and from the hospital only.
- 8. 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**.
- 9. Reasonable costs for one person or a specialist vehicle recovery company to collect and return **your** vehicle if **you** were not able to drive the vehicle to **your home** following **your** illness/injury/death.

#### **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.

# Section 2 - Medical Emergency and Repatriation Expenses *continued*

- 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

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

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

#### WHAT IS NOT COVERED

- 1. The excess except under point 2 and 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. 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.
- 4. 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.
- 5. **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section unless **we** have agreed in writing to cover **you.**
- 6. 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.
- 7. 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.
  - 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.

# Section 2 - Medical Emergency and Repatriation Expenses *continued*

- 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) Expenses incurred as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.
- 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.
- 8. 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).
- 9. Anything mentioned in the 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 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, **your** airline or **your** credit/debit card provider please contact them directly.

#### THE DENIED BOARDING REGULATION (REGULATION 261/2004 EC)

**You** may be entitled to compensation from **your** airline under The Denied Boarding Regulation (Regulation 261/2004 EC) if **your** flight:

- Departs from an EU airport, it can be operated by any airline, and/or
- Arrives at an EU airport and is operated by an EU airline

The regulation establishes the minimum rights for air passengers to ensure they are treated fairly 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

#### **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:

- a) the failure of other **public transport** or
- b) an accident to or breakdown of the vehicle in which you are travelling or
- c) an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay or
- d) 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.** 

#### **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 amount shown in the Table of Benefits for:

1. Each period of delay up to the maximum shown (to help **you** pay for telephone calls, meals and refreshments purchased during the delay)

### Section 3 - Disruption or Delay to Travel Plans

continued

2. A proportion of any unused travel and accommodation costs.

#### **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 insolvency of the accommodation provider or their booking agents or
- the **public transport** on which **you** were booked to travel being cancelled or delayed (as shown in the Table of Benefits), diverted or redirected after take-off or
- you are involuntarily denied boarding and no suitable alternative is offered within the timeframe shown in the Table of Benefits.

#### **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.

- 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 ATOI
  - 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 the timeframe shown in the Table of Benefits of the scheduled time of departure.
- 7. 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 a 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 in a Timeshare or Holiday Property Bond scheme are not covered.
  - d) Any inbound **public transport** cancelled by a provider due to **you** missing **your** outbound **public transport.**

### Section 3 - Disruption or Delay to Travel Plans

continued

- 8. 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.
- 9. Any claim where you were unable to take your public transport due to delays in security and/or customs.
- 10. 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.
- 11. **Your** inability to travel due to **you** not producing vaccine certificates, medical tests/documents which are needed to travel.
- 12. **Your** unused and/or additional travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator.
- 13. Anything mentioned in the 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 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) Delayed Baggage Replacement of essential items if lost in transit due to carrier error during the outward journey
  - d) Personal money
  - e) Cash

If **you** have to claim **you** will be entitled to the full replacement cost of **your** items, with no depreciation or deductions for wear and tear.

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.

- 1. The **excess** except under point 1.c) of What is covered.
- 2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 3. Any claim for **sports equipment** where the policy doesn't cover the sport or activity which **you** are taking part in.
- 4. 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.
- 5. Loss, theft of or damage to **baggage** 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.
- 6. 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.
- 7. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.

## Section 4 - Personal Belongings and Money continued

- 8. Any claim for **Gadget(s)** (see Section 9 Gadget Cover)
- 9. Anything mentioned in the 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**

#### Introduction

The purpose of this section is to provide **you** with a legal assistance to pursue a claim for compensation if **you** suffer an injury, illness or death.

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**

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. **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.

### Section 5 – Legal and Liability continued

- 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. 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**.
- 2. Legal costs and expenses incurred prior to **our** written acceptance of the case.
- 3. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- 4. Any claim where legal costs and expenses are variable depending on the outcome of the claim.
- 5. Legal costs and expenses incurred if an action is brought in more than one country.
- 6. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- 7. The costs of any Appeal.
- 8. Claims by **you** other than in **your** private capacity.
- 9. 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**

- 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.

- 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.

## Section 5 – Legal and Liability continued

- 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 the 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 death, *loss of sight*, *loss of a limb* or *permanent total disablement*, 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 below 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 and /or loss of sight
- 3. 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.

- 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 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. Any claim which is related to suicide.
- 6. Anything mentioned in the 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.

#### **WHAT IS COVERED**

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

- 1. 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**).
- 2. 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).
- 3. For the unused portion for **your ski pack** and ski pass following **your accident**, bodily injury, illness or disease.
- 4. 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.
- 5. Reasonable additional accommodation (room only) and transport if **you** are delayed by 24 hours or more by avalanche or landslide.
- 6. **Physiotherapy in the UK** if **you** suffer an injury whilst participating in a covered Winter Sport activity and **your** claim is covered under Section 2 Medical emergency and repatriation expenses, for physiotherapy treatment which is deemed medically necessary when **your trip** ends and **you** have returned to the **UK**.

#### **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 of the loss, theft or attempted theft of your own ski equipment.
- 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.

- 1. The excess under point 1 and 6 of What is covered.
- 2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 3. Loss, theft or damage to **ski equipment** left **unattended** at any time.
- 4. 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) or locked in a dedicated ski equipment storage rack and entry has been gained by unauthorised access.
- 5. Any claim where **you** did not leave **your home** to start **your trip**.
- 6. Loss, theft or damage:
  - a) due to delay, confiscation or detention by customs or any other authority

### Section 7 – Winter Sports continued

- b) due to depreciation (loss in value) or variations in exchange rate
- c) caused by wear and tear, or
- d) 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**, whichever is the later.
- 8. Any circumstances where transport costs, compensation or alternative skiing facilities are provided to **vou**.
- 9. Any claim where **you** did not leave **your home** to start **your trip**.
- 10. Anything mentioned in the Exclusions and Conditions sections which are applicable to all sections of the policy.

## Section 8 – Cruise Cover (only applicable if shown on your policy schedule)

#### INTRODUCTION

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

You are automatically covered whilst on a **cruise**, the Cruise cover upgrade is an option **you** can add to enhance **your** cover whilst on a **cruise**. It provides extra protection for **you** when **you** are on a **cruise**. You will not receive the increased covers listed below unless **you** have added this section to **your** policy before the incident that led to the claim.

#### **WHAT IS COVERED**

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

- 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**

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.

- 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. Any claim for **Gadget(s)** (see Section 9 Gadget Cover)
- 9. Anything mentioned in the Exclusions and Conditions sections which are applicable to all sections of the policy.

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the **United Kingdom**, under Firm Reference Number 202846

Bastion Insurance Services are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at https://www.fca.org.uk/firms/financial-services-register

#### **INTRODUCTION**

**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**.

**We** have not provided **you** with a personal recommendation as to whether this product if suitable for **your** needs so **you** must decide **your**self whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure their **gadgets** during their trip against **theft, accidental damage**, breakdown and **accidental loss**.

**Your Gadget** must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, theft or loss occurred prior to the policy start date **your** claim will be refused and no premium refund will be due.

**You** must read this policy document and the **policy schedule** together. The **policy schedule** tells **you** the period during which the policy is in force and if any increased limit applies to **your** insurance. Please check both documents carefully to make certain they give **you** the cover **you** want.

In return for the payment of **your** premium **we** will provide insurance for **your gadget**s during **your** trip, as stated in **your policy schedule**. This policy only covers **your gadget**s when in the care of **you** or a member of **your immediate family**.

Cover under this insurance is subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

#### SPECIAL DEFINITIONS APPLYING TO THIS SECTION:

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

**Accessories** – means items such as but not limited to, chargers, protective cases, headphones and hands-free devices, below the value of £150, that are used in conjunction with your insured **gadget** but excludes SIM cards and wearables. **Evidence of ownership** for **accessories** will need to be provided at point of claim. Cover is only in place for **accessories** purchased in the UK.

**Accidental damage/accidentally damaged** – means unintentional and unexpected damage that happens to **your gadget.** 

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

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

Claims Administrators – The Oxford Claims Company.

Criteria: We can only insure gadgets if you are able to provide Evidence of Ownership, and if they are:

- 1. Purchased or leased by you as new in the UK, or;
- 2. Purchased by **you** as refurbished in the UK as long as the refurbished **gadget** was sold with a minimum 12-month warranty (which **you** will be required to provide evidence of), or
- 3. Gifted to **you** as long as it meets the above criteria, and **you** are able to provide a UK Gift receipt, and;
- 4. Are not more than 6 years old (18 months for laptops) at the time this policy is initially purchased, and;
- 5. Are in your possession and in good working condition (not accidentally damaged) and;
- 6. Have not previously been repaired using non-manufacturer parts.

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

**Excess** – An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

**Gadget(s)** – the portable electronic **gadget/s** that meet the **Criteria**, are insured by this policy. **Gadgets** include: laptops, mobile phones, smart phones, iPhones, iPads, tablets, e-readers, MP3 Players, CD/DVD players, head/ear phones, satellite navigation devices, PDAs, handheld games, consoles, cameras, video cameras and smart watches. Please note we do not provide cover for drones or wearables other than smart watches.

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

**Limit of liability** – the maximum **we** will pay in respect of any one claim in relation to **your gadget**, will be limited to the replacement cost of each **gadget** being claimed for and, in any event, shall not exceed the maximum value of cover as shown on **your policy schedule**.

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

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

**Policy Schedule** – the document provided to **you** following the purchase of this policy by **you** which confirms your chosen level of insurance cover, **your period of cover**, and if any increased limit has been paid for under this policy.

**Single article limit** – the maximum amount that **we** will pay out for a single **gadget** that is damaged, lost, or stolen.

**Trip** – means a **trip** you make that is outside of United Kingdom, and that occurs within the dates on **your policy schedule**.

**Terrorism** – the use or threat of serious violence to advance some kind of cause.

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

We, us, our – Collinson Insurance

You, your, yourself – the person, who is over 18 years old, who owns the gadget(s) as stated on the policy schedule.

#### WHAT IS COVERED

#### A. Accidental Damage / Malicious Damage

We will arrange a repair if your gadget is damaged as the result of an accident or malicious damage whilst on your trip. If your gadget cannot be economically repaired, it will be replaced.

#### B. Theft

If **your gadget** is **stolen** whilst on **your trip**, we will replace it. Where only a part or parts of **your gadget** have been **stolen**, **we** will only replace that part or those specific parts.

#### C. Accidental Loss

If you accidentally or unintentionally lose your gadget whilst on your trip, we will replace it.

#### D. Breakdown

If your gadget suffers electrical breakdown whilst on your trip, which occurs outside of the manufacturers guarantee period, we will repair it. If your gadget cannot be economically repaired, it will be replaced. This cover is not available on laptops.

#### E. Unauthorised Call/Data Use

If your mobile phone is lost or stolen whilst on your trip and is used fraudulently, and your claim is covered by your policy, we will reimburse you for the costs upon receipt of your itemised bill up to a maximum value as stated in the table of benefits for any one claim. This includes calls, messages, downloads and data made / used from the time it was accidentally lost or stolen up to a maximum of 24 hours from discovery of the incident.

#### F. Liquid Damage

If **your gadget** is damaged as a result of accidentally coming into contact with any liquid whilst on **your trip**, **we** will repair it. If it cannot be repaired **we** will replace it.

#### **G.** Accessories

If your claim for your gadget is approved, we will replace any accessories that were accidentally lost, stolen or accidentally damaged at the same time as your gadget up to a maximum value of £150.

If we replace your gadget with a different make or model and this means that you can no longer use your existing accessories, we will replace them too, up to a maximum value of £150.

#### WHAT IS NOT COVERED

Your gadget is not covered for:

#### 1. Theft:

- a) from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **gadget** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors have been closed and locked and all security systems have been activated. A copy of the receipt for any repairs made following the damage caused in gaining entry to the locked vehicle must be supplied with any claim;
- b) the theft is from building or premises without the use of force resulting in damage to the property. A copy of the receipt for any repairs made for such damage must be supplied with any claim.
- when away from your accommodation, or when in your accommodation with invited guests or other
  people; unless the gadget is concealed on or about your person when not in use, or it is stored in a
  locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer);
- d) where **your gadget** was in the possession of a third party (other than a member of **your immediate family**) at the time of the event giving rise to a claim under this insurance;
- e) where the **gadget** has been left **unattended** when it is away from **your accommodation** (including being in luggage during transit); or
- f) where all available **precautions** have not been taken to prevent **theft**;
- 2. Loss or damage caused by:
  - a) you deliberately damaging the gadget;
  - b) you not following the manufacturer's instructions;
  - c) the use of non-manufacturer approved accessories;
- 3. Repair or other costs for:
  - a) routine servicing, inspection, maintenance or cleaning;
  - b) loss caused by a manufacturer's defect or recall of the gadget;
  - c) repairs carried out by persons not authorised by us;
  - d) liquid damage to **your gadget** where the event causing the need to claim involved **you** taking **your gadgets** on a boat, other water vessels, or whilst taking part in water activities.
  - e) wear and tear or gradual deterioration of performance;
  - f) cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance;
- 4. Any kind of damage whatsoever unless the damaged gadget is provided for repair.
- 5. Any loss of a SIM (subscriber identity module) card.
- 6. Any expense incurred as a result of not being able to use the **gadget**, or any loss other than the repair or replacement costs of the **gadget** unless relating to unauthorised call/data use for **your** mobile phone up to the maximum value of £2,000 based on your level of cover.
- 7. The policy excess if you make a claim, an excess fee applies which must be paid to us before your claim can be settled.
- 8. Loss of or damage to **accessories** that were not attached or connected to **your gadget** at the time of the incident.
- 9. Any claim for a **gadget** where **proof of usage** cannot be provided or evidenced.
- 10. Any claim for **accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place **you** last had **your gadget**.
- 11. Any claim for any **gadget** that was purchased as second hand or used, that is not a refurbished **gadget**, sold with a minimum 12 month warranty
- 12. Reconnection costs or subscription fees of any kind.
- 13. War Risk. **Terrorism**, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
- 14. Nuclear Risk. Damage or destruction caused by, contributed to or arising from:
  - a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
- 15. Sonic Boom. Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- 16. Loss of Data or Software. Any loss of or damage to information or data or software contained in or stored on the **gadget** whether arising as a result of a claim paid by this insurance or otherwise.
- 17. Any indirect loss or damage resulting from the event which caused the claim under this policy.
- 18. Any liability of whatsoever nature arising from ownership or use of the **gadget**, including any illness or injury resulting from such ownership or use.
- 19. Value Added Tax (VAT) where you are registered with HM Revenue and Customs for VAT.
- 20. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction.
- 21. Any loss or damage to your gadget whilst in transit with a third party such as a courier or postal service.
- 22. Any claim over and above the limit of liability.
- 23. Any claim for a gadget over the single article limit shown on the table of benefits.
- 24. Any claim for a gadget that does not meet the criteria.

#### **CLAIM SETTLEMENT**

- The intention of this policy is to put you back in the same position as immediately prior to the loss or damage. It is not a replacement as new policy. If the gadget cannot be replaced with an identical gadget of the same age and condition, we will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original gadget. We cannot guarantee that the replacement gadget will be the same colour as the original item.
- 2. Repairs will take place on your return to the UK and will be carried out using readily available parts. Where possible we will use original parts but in some cases, unbranded parts may be used. In the event that any repairs authorised by us under this policy invalidate your manufacturer's warranty, we will repair or replace your gadget for the remaining period of your manufacturer's warranty in line with your manufacturer's warranty terms and conditions. Please note that for mobile phones or other small gadgets, the cost of posting your gadget will be borne by you.
- 3. In the event of a valid claim resulting in the replacement of the **gadget**, this policy will automatically cover the replacement **gadget**.
- 4. All blocks must be removed from **your gadget** before being sent for repair. This includes any personal pin locks or operator specific security blocks, including Find My iPhone. Failure to do so will result in **your** claim being delayed, and/or, **your gadget** being returned to **you**.

#### **CONDITIONS AND LIMITATIONS**

- 1. Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.
- 2. This insurance only covers **gadgets** bought in the UK. Cover automatically extends to include use of the **gadgets** anywhere in the world for **your trip** and is subject to any repairs being carried out in the UK by repairers approved by us. No cover is provided for claims where **you** are travelling to a country where the Foreign, Commonwealth and Development Office (FCDO) have advised against all but essential travel. **You** can check the FCDO travel advice at <a href="https://www.gov.uk/foreign-travel-advice">https://www.gov.uk/foreign-travel-advice</a>.
- 3. The gadget(s) must not be more than 6 years old (18 months if the gadget is a laptop), must be purchased in the UK as new, or if refurbished, purchased with a minimum warranty period of 12 months, and you must be able to provide evidence of ownership when it is requested. Evidence of ownership should include the make, model and IMEI/serial number of the gadget and must be in your name or, you must be in possession of a UK gift receipt.
- 4. **You** must provide us with any receipts, documents or **evidence of ownership**, that it is reasonable for us to request.

- 5. This insurance may only be altered, varied or its conditions altered or premium changed by us giving **you** 30 days' notice in writing.
- 6. **You** cannot transfer the insurance to someone else or to cover any other **gadget**(s) without **our** written permission.
- 7. You must take all available **precautions** to prevent any loss or damage.
- 8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

#### **CLAIMS PROCEDURE**

- 1. You must:
  - a) log **your** claim online on **our** portal https://theoxfordclaimscompany.co.uk/make-a-claim.

    Alternatively, **you** can contact the **Claims Administrator** on 01865 745566 (Lines are open between 9:00am and 5:00pm Monday to Friday) or by emailing claims@theoxfordclaimscompany.co.uk as soon as possible but ideally within 48 hours of **your** return to the UK.
  - b) report the **theft** or **accidental loss** of any **gadget**, within 24 hours of discovery to **your** Airtime Provider and blacklist **your** handset;
  - report the theft or loss of any gadgets to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim and a lost property number in support of an accidental loss claim;
  - d) provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.

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

- 2. If we replace your gadget(s) the damaged or lost item becomes our property. If it is returned or found you must notify us and send it to us if we ask you to.
- 3. There is a policy **excess** which must be paid before **your** claim can be approved.

Please address all claims correspondence to the Claims Administrators:

The Oxford Claims Company Temple Court Mews 109 Oxford Road Oxford OX4 2ER

#### claims@theoxfordclaimscompany.co.uk

To help us improve **our** service **we** may record or monitor telephone calls.

#### WARNING

You must not act in a fraudulent way. If you or anyone acting for you:

- Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy.
- Fails to reveal or hides a fact likely to influence the cover we provide.
- Makes a statement to us or anyone acting on our behalf, knowing the statement to be false.
- Sends us or anyone acting on our behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you, and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

#### **CONSUMER INSURANCE ACT**

**You** are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell us of any changes to the answers **you** have given as soon as possible.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

#### **COMPENSATION SCHEME**

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

#### **DATA PROTECTION**

#### How we use the information about you

As your insurer and a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have;
- service your policy (including claims and policy administration, payments and other transactions);
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, Bastion Insurance Services Ltd, The Oxford Claims Company, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure. We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting <a href="https://www.irsurancefraudbureau.org/privacy-policy">https://www.irsurancefraudbureau.org/privacy-policy</a>

#### Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

#### How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

#### How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 5th floor, 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/

## **Complaints Procedure**

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

If your complaint is about the sale of your policy:		
Write to <b>us</b> :	The Customer Services Manager	
	Rothwell & Towler Ltd Tourism House	
	Woodwater Park	
	Pynes Hill	
	Exeter	
	EX2 5WS	
Email <b>us</b> :	complaints@rothwellandtowler.co.uk	
Phone <b>us</b> :	0345 812 0047 Lines are open Monday to Friday between 9am and 5pm.	

If your complaint is about a claim on your policy (except Section 9 – Gadget Cover):		
Write to us:	Complaints Team AXA Partners The Quadrangle 106-118 Station Road Redhill RH1 1PR	
Email <b>us</b> :	claimcomplaints@axa-assistance.co.uk	
Phone us:	01737 334 734 Lines are open Monday to Friday between 9am and 5pm.	

If your complaint is about a claim under Section 9 – Gadget Cover:		
Write to us:	The Oxford Claims Company	
	Temple Court Mews	
	109 Oxford Road	
	Oxford	
	OX4 2ER	
Email us:	complaints@theoxfordclaimscompany.co.uk	
Phone us:	01865 745 566 Lines are open Monday to Friday between 9am and 5pm.	

When **you** make contact please provide the following information:

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

## Complaints Procedure continued

What to do if you are still not satisfied.

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

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0300 1239 123 or 0800 023 4567

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk Website: http://www.financial-ombudsman.org.uk

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

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

### 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.

### Data Protection Notice and Fraud continued

**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

#### FRAUD PREVENTION, DETECTION AND CLAIMS HISTORY

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police.
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false
  or inaccurate information and we suspect fraud, we will record this. We and other organisations may
  also search these agencies and databases to.
- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies.
- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

## Useful Information

#### Travel Insurance Saver Customer Service

Monday to Friday 09:00 to 17:00

0345 812 0047

travelinsurancesaver.co.uk/contact

#### Non-Emergency Claims Service

Monday to Friday 09:00 to 17:00

+44 (0) 1737 334 734

uk.claims.axa.travel

#### 24/7 Emergency Medical Service

+44 (0) 1737 334 734

#### **Doctor Please!**

If you need a doctor but it's not an emergency download the Doctor Please! app or call +44 (0) 1737 334 734. You can book a video or phone appointment at any time of the day or night.

+44 (0) 1737 334 734

Your Doctor Please! Access Code can be found on your Policy Schedule.





#### **Gadget Claims**

Please log your claim online at https://theoxfordclaimscompany.co.uk/make-a-claim or by emailing claims@theoxfordclaimscompany.co.uk

+44 (0) 1865 745 566

#### **Monday to Friday**

09:00 to 17:00



Get advice about travelling abroad, including the latest information on coronavirus, safety and security, entry requirements and travel warnings

https://travelaware.campaign.gov.uk/

This policy is underwritten 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

Section 9 – Gadget Cover (Including optional Enhanced Gadget Cover Extension) is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846.



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