

# TRAVEL INSURANCE POLICY

Reference Number: Jet2 Holidays JET1701/02

### **INTRODUCTION TO YOUR POLICY**

This policy has been arranged by ROCK Insurance Group which is a trading style of Rock Insurance Services Limited on behalf of Jet2Holidays who collects and holds premium as agents of the Insurers. ROCK Insurance Group is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 300317. You can check the regulatory status of Jet2Holidays by visiting the Financial Services Register via the Financial Conduct Authority Website, www.fca.org.uk or by telephoning 0800 111 6768.

This policy contains a number of different sections offering different types of cover supplied by a number of different Insurers, that ROCK Insurance Group has brought together to offer a choice of cover for You

It will depend on the choice of cover, upgrade options and premium You have paid as to which Sections of Cover in this policy wording are relevant to You

# You will not receive advice or a recommendation in connection with the purchase of Your insurance. You will need to make Your own choice about the policy.

You have the right to cancel this insurance should it not meet Your needs within 14 days from either the date of purchase or receipt of Your Certificate of insurance, whichever is later, and provided that You have not already travelled.

If You do decide to cancel the policy then Your premium will be refunded in full, provided no claims have been made or no incidents have occurred that may give rise to a claim.

This policy will suit the demands and needs of an individual or group who can meet the medical criteria contained within the Important Health Requirements Section of this policy.

You should read the important conditions and exclusions to ensure that this policy is right for You. Specifically You should note that the policy may not be applicable if:

• You reside outside the United Kingdom or Channel Islands;

- You are over the age of 85 years old when You purchase a Single Trip policy;
- You are over the age of 70 years old when you purchase an Annual Multi-trip policy;
- You have pre-existing medical conditions;
- You require Winter Sports cover but are over the age of 60.

You have a duty to take reasonable care to answer questions fully and accurately, and that any information You volunteer is not misleading. This duty exists before the cover is placed, when renewed, or altered at any time throughout the duration of the policy. If You do not do so, Your Insurer may be able to void your policy from inception. An example of this could be the medical history of a close relative or other person that may cause You to cancel or cut short Your Trip. If You are unsure whether or not information is relevant, please do not hesitate to call us on the telephone number on Your Certificate of insurance.

Jet2Holidays always aim to provide a first class service. However if You have any cause for complaint, any enquiry should be addressed in the first instance to The Compliance Manager, Jet2Holidays, Suite A, 3rd Floor, Griffin House, 135 High Street, Crawley, West Sussex RH10 1DQ or email **jet2@rockinsurance.com**. Should You remain dissatisfied You may have the right to ask the Financial Ombudsman Service to review Your complaint.

Jet2Holidays is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We are unable to meet Our obligations. This depends on the type of business, and circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme by visiting their website at www.fscs.org.uk.

### 10 THINGS TO DO BEFORE YOU GO

- 1. Check the Foreign and Commonwealth Office (FCO) travel advice online at www.fco.gov.uk.
- 2. Get travel insurance and check that the cover is appropriate.
- 3. Get a good guidebook and get to know the place You are going to. Find out about local laws and customs.
- 4. Make sure You have a valid passport and any visas You need.
- 5. Check what vaccinations You need at least six weeks before You go.
- 6. Check to see if You need to take extra health precautions (visit www.dh.gov.uk/en/publichealth).
- 7. Make sure whoever You book Your Trip through is a member of the Association of British Travel Agents (ABTA) or the Air Travel Organisers' Licensing scheme (ATOL).
- 8. Photocopy Your passport, insurance policy, 24-hour emergency numbers and Your ticket details and leave copies with family and friends.
- 9. Take enough money for Your trip and some back-up funds, for example, traveller's cheques, sterling or US dollars.
- 10. Tell Your family or friends where You will be staying and what You plan to do, and give them a way of contacting You (such as an e-mail address).

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#### **INSURANCE POLICY**

This contains full details of the cover provided plus the conditions and exclusions which apply.

You must read this insurance policy carefully.

#### **CONDITIONS, EXCLUSIONS AND WARRANTIES**

There are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole policy.

#### FRAUDULENT CLAIMS

The making of a fraudulent claim is a criminal offence.

#### **PROPERTY CLAIMS**

These claims are paid based on the value of the goods at the time **You** lose them and not on a "new for old" replacement cost basis. Claims for sports equipment damaged whilst in use are not covered (except for **Ski Equipment** if **You** have paid the appropriate winter sports premium). Loss or damage of property not belonging to **You** is also not covered (except for certain hired **Ski Equipment** if **You** have paid the appropriate winter sports premium).

#### **POLICY LIMITS**

Each section of **Your** policy has a limit on the amount **We** will pay under that section. Some sections also include other specific limits, for example: for any one item or for **Valuables** in total. **You** are advised to check this policy document if **You** intend taking expensive items with **You**.

#### **POLICY EXCESSES**

Under most sections of the policy, claims will be subject to an **Excess**. This means that **You** will be responsible for paying the first part of the claim. The Excess will apply to each person claiming and to each incident and to each section of the policy under which a claim is made.

#### **REASONABLE CARE**

**You** need to take all reasonable care to protect **Yourself** and **Your** property, as **You** would if **You** were not insured.

#### **COMPLAINTS**

This insurance policy has in it a Complaints Procedure which tells **You** what steps **You** can take if **You** wish to make a complaint.

#### "COOLING OFF" PERIOD

**We** hope **You** are happy with the cover this policy provides. However, if after reading it, this insurance does not meet with **Your** requirements, please return it to the issuing agent within 14 days of receipt of **Your** policy and they will refund **Your** premium, provided **You** have not commenced **Your Trip** or made a claim.

#### **SPORTS AND ACTIVITIES**

The policy contains conditions and exclusions relating to dangerous activities, sports or pastimes where there is a risk of injury, or can be expected to aggravate an existing infirmity. Please see the list of Sports and Activities.

#### **GOVERNING LAW**

Your policy is governed by the law of England and Wales.

#### **HEALTH/MEDICAL CONDITIONS**

The policy contains conditions related to health of the people travelling and others upon whose well being the **Trip** may depend. No claim arising directly or indirectly from any Pre-existing Medical Condition affecting any person travelling under this insurance will be covered.

#### **GEOGRAPHICAL LIMITS**

#### **Home Country**

Your Home Country within the United Kingdom or Channel Islands.

#### Europe

Means the continent of Europe west of the Ural Mountains including the Republic of Ireland, the Isle of Man, Channel Islands and all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, including Spain, The Canaries, Turkey, Cyprus, Malta and Switzerland. For residents of the Isle of Man and Channel Islands travelling to the United Kingdom, the United Kingdom shall be considered as Europe.

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

Means anywhere in the world except the United States of America, Canada, the Caribbean and Mexico.

#### Worldwide, including USA and Canada

Means anywhere in the world

#### Please note:

No cover is provided for **Trips** where You have travelled to a specific country or to an area where, prior to Your Trip commencing, the Foreign and Commonwealth Office have advised against all (but essential) travel.

#### **IMPORTANT NOTES**

- This policy is only available to residents of the United Kingdom and the Channel Islands.
- There will be no refund of premium if You cancel this policy more than 14 days after purchase i.e. outside the "cooling-off" period mentioned in "Other Important Conditions".
- 3. If **Your Money**, **Valuables** or any items of personal baggage, are lost or stolen, **You** must notify the local police within 24 hours of discovery and obtain a police report. Failure to do so may invalidate **Your** claim.
- 4. Insurance cannot be purchased once **Your** trip has commenced.

#### **AGE LIMITS**

#### Single Trip Policies

85 at date of purchase.

#### **Annual Multi-Trip policies**

70 at date of purchase.

#### **MAXIMUM TRIP LENGTH**

#### **Single Trip Policies**

365 days

#### **Annual Multi-Trip policies**

Any number of **Trips** in the policy year but limited to 31 days per **Trip**.

#### PERIOD OF INSURANCE FOR CANCELLATION

#### The period of insurance under cancellation

Cancellation commences when the premium has been paid and ends when You depart Your Home Country on Your outbound journey. If You have chosen an Annual Multi-Trip Insurance the Outward Journey and return to Your Home Country must be pre-booked prior to the Outward Journey and take place during the start and end date of the insurance, shown in the Certificate. The total duration of any one Trip is limited to a maximum of 31 days and any Trip exceeding this duration will not be covered in whole or in part. Trips within the British Isles must involve at least 2 nights pre-booked accommodation away from Your normal place of residence in order to be insured by this policy.

#### **EUROP ASSISTANCE SA**

Benefits under this policy are provided by EUROP ASSISTANCE S.A, a French stock corporation, regulated by the French Insurance Code, having its registered office at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Register of Commerce and Companies of Nanterre (Reference number 451 366 405) acting through its Irish office (trading as EUROP ASSISTANCE S.A., Irish Branch) whose principal establishment is located at 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, registered in the Irish Companies Registration Office under number 907089. Europ Assistance S.A. (trading as Europ Assistance S.A. Irish Branch) is regulated

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in France by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of 61 rue Taitbout, 75436 Paris Cedex 09, France. Europ Assistance S.A. Irish Branch conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland.

The Policy Wording sets out in full details of the cover provided and is only valid if attached to a **Certificate** showing the sums insured and limits of the insurance provided and detailing the premium, geographical area, period of cover and persons insured.

The policy covers all persons named on the **Certificate** for whom the premium has been paid.

#### **HEALTH AND PRE-EXISTING MEDICAL CONDITIONS**

No claim arising directly or indirectly from any **Pre-existing Medical Condition** affecting any person travelling under this insurance will be covered. For the purposes of this insurance, a **Pre-existing Medical Condition** is considered to be:

- Any medical condition where You have been prescribed medication, including repeat prescriptions, or received treatment or attended a GP or a specialist as an outpatient or inpatient in the last 2 years or for which You are currently on a waiting list for treatment or investigation;
- Any illness for which **You** have received a terminal prognosis or any heart, heart-related or circulatory condition; or any respiratory condition; any stress, anxiety, depression or any other psychological condition; any cancerous condition; or any cerebral condition.

#### Please note

- 1. You must be fit to undertake Your planned trip
- You must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.
- 3. **We** will not cover **You** for any pre-existing conditions.

#### **NON-TRAVELLING RELATIVES**

This policy will NOT cover any claims under Section 5 (Cancellation or Curtailment) arising directly or indirectly from any **pre-existing medical condition** known to **you** prior to the commencement of the **period of insurance** affecting any **close relative** or travelling companion who is not insured under this policy, or person with whom **You** intend to stay whilst on **your trip** if:

- a terminal diagnosis had been received prior to the commencement of the period of insurance; or
- if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the period of insurance;

or if during the 90 days immediately prior to the commencement of the **period** of **insurance** they had:

- required surgery, inpatient treatment or hospital consultations; or
- required any form of treatment or prescribed medication.

#### **WAITING LIST**

If **You** are on a waiting list for treatment or investigation, **You** are not covered if **You** have to cancel or curtail **Your Trip** because an appointment or treatment becomes urgently available.

#### **RECIPROCAL HEALTH AGREEMENTS**

#### **European Union**

If You intend travelling to European Union (EU) countries, the European Economic Area (EEA) or Switzerland **We** would advise **You** to obtain a a European Health Insurance Card (EHIC), which will entitle **You** to certain free or reduced cost health arrangements in the EU, EEA or Switzerland. This can be obtained by completing a form available on-line at <a href="https://www.ehic.org">https://www.ehic.org</a> uk/Internet/startApplication.do or by phoning 0300 330 1350. This will allow **You** to benefit from the reciprocal health arrangements, which exist within these countries. **You** should take reasonable steps to use these arrangements where possible.

If **We** agree to a claim for medical expenses which has been reduced by **You** using an EHIC **You** will not have to pay the **Excess** amount under the Medical Expenses Section. Where it is necessary for **You** to provide evidence of the medical costs incurred, this must show that the medical fee has been reduced by use of the EHIC.

For further information about the EHIC, please refer to the 'Health Advice For Travellers' booklet from the Post Office or visit the Department of Health website www.nhs.uk/travelhealth.

#### Australia and Non-European Economic Area (EEA) countries

When **You** are travelling to Australia and **You** have to go to hospital, **You** must enrol for treatment under the National Medicare Scheme. The UK has reciprocal healthcare agreements with other non-EEA countries and territories. Details can be found at www.nhs.uk/NHSEngland/

#### **DEFINITIONS**

The following words and expressions used in this policy shall mean as follows when they appear in bold type.

#### Certificate

The validation page issued in respect of this policy which sets out the names of the Insured Persons, the Geographical Limits, the **Period of Insurance** and any other special terms and conditions.

#### **Close Business Associate**

Any person in the same employment as **You** whose absence from work necessitates **You** having to cancel **Your Trip** as certified by **Your** Senior Director or partner.

#### Close Relative

Mother, father, sister, brother, wife, husband, partner (same or different sex), son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, or legal guardian.

#### Curtail/Curtailment

Return early to **Your Home** after the commencement of the **Outward Journey**.

#### **Excess**

The first amount of a claim that You must pay.

#### Family

A single parent / grandparent or two parents / grandparents travelling together with their child or children (under 18 years) and non-related children who are travelling as part of a family group.

#### **Geographical Area**

The area or country shown on **Your Certificate** and for which the appropriate premium has been paid

#### **Home Country**

Your country of residence within the EU.

#### Loss of Limb

Total loss of use by physical severance at or above the wrist or ankle.

#### Loss of Sight

Shall mean total and permanent loss of sight without expectation of improvement:

- in both eyes when Your name is added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

#### **Manual Work**

Physical labour involving the use of tools or machinery or exposure to risk that could give rise to **Your** bodily injury or illness (nursing and bar-work are not considered to be manual work).

#### **Medical Practitioner**

Means a doctor or specialist who is legally qualified, licensed and registered to practice medicine under the laws of the country in which they practice other than:

You; a member of Your immediate family; or Your employee.

#### Money

Cash, postal and money orders and lift passes (in respect of winter sports trips where the appropriate premium has been paid), held by **You** for social, domestic and pleasure purposes.

#### **Outward Journey**

The initial journey in conjunction with **Your** trip from **Your Home** in the United Kingdom or the Channel Islands.

#### **Permanent Total Disablement**

Disablement which prevents **You** from carrying out ANY occupation for a period of 12 months after an accident sustained during **Your Trip** and which is, at the end of that period, beyond reasonable hope of improvement.

#### **Period of Insurance**

The period of insurance for all sections except cancellation commences when **You** leave home in the United Kingdom or Channel Islands to start **Your Trip** and ends when **You** have returned to **Your** home in the United Kingdom or Channel Islands. If **Your** return is unavoidably delayed for an insured reason, cover will be extended free of charge until **You** are able to return.

#### **Personal Accident**

Accidental bodily injury caused solely and directly by external, violent and visible means.

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#### **Personal Possessions**

Suitcases (or other luggage carriers) and their contents taken on **Your Trip** together with articles worn or carried by **You** for **Your** individual use during **Your Trip** (but excluding items mentioned in the exclusions).

#### Pre-existing medical condition

- Any medical condition where You have been prescribed medication, including repeat prescriptions, or received treatment or attended a GP or a specialist as an outpatient or inpatient in the last 2 years or for which You are currently on a waiting list for treatment or investigation;
- Any illness for which you have received a terminal prognosis or any heart, heart-related or circulatory condition; or any respiratory condition; any stress, anxiety, depression or any other psychological condition; any cancerous condition; or any cerebral condition.

#### **Public Transport**

Train, Coach, Taxi, Bus, Aircraft and Sea Vessel on which **You** are a fare-paying passenger.

#### Redundancy

Redundancy of a person covered under this policy who is under 65 years of age who has been employed for two continuous years with the same employer at the time of being made redundant.

#### **Sports and Activities**

Any pursuit or activity where it is recognised there is an increased risk of injury or accident or can be reasonably expected to aggravate any existing infirmity

#### Strike or Industrial Action

Organised action taken by a group of workers which prevents the supply of goods or services on which **Your Trip** depends.

#### **Terrorism (including Cyber Terrorism)**

Means an act, or acts, of any person, or group of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear, including but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation or government.

#### Trip

A holiday if it commences during the **Period of Insurance**, starting from when **You** leave **Your Home Country** or place of work (in **Your** home location) whichever occurs last and ending when **You** return to **Your Home Country** or place of work whichever occurs first.

Any **Trip** within **Your Home Country** must involve at least 2 nights pre-booked paid accommodation or involves a pre-booked flight.

#### Unattended

Left away from **Your** person where **You** are unable to clearly see or retrieve **Your** Personal Possessions or Money or Passports, Tickets and Documents (unless packed in the locked boot of a vehicle whilst **You** are travelling in it).

#### Valuables

Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, compact discs, cartridges, discs, MP3 or mini-disc players and any computer equipment including software, musical instruments, furs, or leather clothing, (apart from footwear).

#### You/Your

Each Insured Person named in the Certificate.

#### We/Us/Our

EUROP ASSISTANCE S.A acting through its Irish office (trading as EUROP ASSISTANCE S.A., Irish Branch).

#### **UPGRADES**

This policy contains different levels of cover, some of which do not apply unless **You** have paid the appropriate additional premium. Any extra benefit **You** have purchased is shown on **Your Certificate**. Please read the wording and ensure the cover reflects **Your** requirements.

Upon the payment of an additional premium, **You** may upgrade **Your** travel insurance coverage by purchasing the following upgrades prior to commencement of **Your Trip**:

#### **Optional Winter Sports Cover**

**Your** policy can be extended, subject to certain limitations, for Winter Sports cover. Please refer to the Optional Winter Sports Cover section in this policy for full details.

#### **SPORTS AND ACTIVITIES**

You are not covered for taking part in any sports or activities unless listed below. Please note that under the Personal Liability section You will not be

covered for liability caused directly or indirectly by **Your** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

You will not be covered for any claims arising directly or indirectly from your participation in any sports or activities unless they are listed in the table below. Cover will be provided for the activities below on the basis that you are participating on a non-professional, non-competitive basis and that any appropriate safety equipment is worn or used.

Your Insurance automatically covers You for the following activities:

Aerobics	Roller skating	
Archery	Rounders	
Badminton	Scuba diving (to 18 metres)	
Basketball	Skateboarding	
Beach games	Snooker, pool and billiards	
Bowls	Snorkelling	
Cricket	Squash	
Cycling,*No PL cover – no tours	Surfing, *No PL Cover	
Fell walking, rambling and trekking (up to 2,000 metres altitude)	Swimming (in pool or on inland waters or coastal waters within a 12-mile limit from land)	
Fishing	Table tennis	
Football	Tennis	
• Golf	Volleyball	
Ice-skating (rink only)	Water Polo	
Mountain Biking (excluding competition)	Water-skiing (only on inland waters or coastal waters within a 12-mile limit from land) * No PL cover	
Parascending (towed by boat) *No PL cover	Windsurfing (only on inland waters or coastal waters within a 12-mile limit from land) * No PL cover	
Racket Ball	Yachting, boating, sailing and rowing (only on inland waters or coastal waters within a 12-mile limit from land)     * No PL cover	
Rambling	Windsurfing (only on inland waters or coastal waters within a 12-mile limit from land) * No PL cover	
Rafting, canoeing and kayaking * No PL cover	Yachting, boating, sailing and rowing (only on inland waters or coastal waters within a 12-mile limit from land)     * No PL cover	

#### **CANCELLATION**

#### We will pay:

Up to the amount shown in the Summary of Cover Table for the cost of unused travel and accommodation arrangements which **You** have paid, or **You** have contracted to pay, and which **You** have had to necessarily and unavoidably cancel before **You** commence **Your Trip** due to:

- the death or disablement by bodily injury, illness or being subject to quarantine of (a) You, (b) any person You were intending to travel or stay with, (c) a Close Relative of Yours or of any person You were intending to travel with or (d) a Close Business Associate of Yours; or
- You being called for jury service or as a witness in a Court of Law (but not as an expert witness or where Your employment would normally require You to attend court); or
- Your Redundancy, provided that We are informed in writing immediately notification of Redundancy is received and that you were working at your current place of employment for 2 years and that You were not aware of any impending Redundancy at the time this policy was issued; or
- 4. Your home being made uninhabitable or Your place of business being made unusable, up to 14 days before the commencement of Your Trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, or the police requesting Your presence following burglary or attempted burglary at Your home or place of business; or
- Your passport, or the passport of any person You were intending to travel with being stolen during the seven days before Your booked date of departure
- You, a Close Relative of Yours or any person You intended to travel
  with, who is a member of the Armed Forces, emergency services, the
  nursing profession or a government employee and being ordered to return
  to duty.

#### We will not pay:

- 1. the **Excess** shown in the Summary of Cover Table;
- if You do not obtain a medical certificate from a Medical Practitioner, confirming that cancellation of the Trip is medically necessary;
- any claim arising directly or indirectly from a pre-existing medical condition affecting a close relative, or anyone you were intending to travel with or a close business associate if:

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- if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the period of insurance;
- a terminal diagnosis had been received prior to the commencement of the period of insurance; or
- if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the period of insurance or before the trip was booked:
- claims arising directly or indirectly from normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event;
- claims arising directly or indirectly from a Pre-Existing Medical Condition unless it has been accepted in writing by Us;
- any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them immediately it was found necessary to cancel;
- claims arising directly or indirectly from prohibitive regulations by the Government of any country;
- claims if a theft of a passport has not been reported to the relevant authority;
- claims arising directly or indirectly from any circumstance that could reasonably be anticipated at the time You booked Your Trip;
- claims arising directly or indirectly from Your disinclination to travel or continue Your Trip or any loss of enjoyment on Your Trip;
- claims arising directly or indirectly from Your being self-employed or accepting voluntary redundancy.

You should also read the General Exclusions applying to all sections of the policy.

#### **CURTAILMENT**

#### We will pay:

Up to the amount shown in the Summary of Cover Table:

- the value of that portion of Your travel and/or accommodation arrangements paid for before Your Trip commenced and which are unused if You have to Curtail Your Trip and return to Your Home Country earlier than planned due to:
  - a) the death, severe injury or serious illness of:
  - i) You or any person You are travelling with;
  - ii) Your Close Relative resident in the United Kingdom or Channel Islands:
  - iii) Your Close Business Associate resident in the United Kingdom or Channel Islands.
  - b) Your home being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting Your presence following burglary or attempted burglary at Your home or place of business:
  - c) You being unable to continue Your booked Trip, due to loss or theft of Your passport, or that of any person You are travelling with
  - d) **You**, an immediate relative of **Yours** or any person **You** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

The amount paid by  ${\bf Us}$  in settlement of the claim will be based on an appropriate pro-rata proportion of the total travel and accommodation costs.

 reasonable additional travelling expenses incurred by You to return to Your home (including Economy Class travel) earlier than planned for a reason stated in cover (1) of this section.

#### We will not pay:

- 1. the **Excess** shown in the Summary of Cover Table;
- if You do not obtain a medical certificate from a Medical Practitioner, confirming that cancellation of the Trip is medically necessary;
- claims arising directly or indirectly from normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
- claims if you have not complied with the Health and Pre-Existing Medical Conditions;
- any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them immediately it was found necessary to cancel;
- claims arising directly or indirectly from prohibitive regulations by the Government of any country;

- claims if the theft of a passport has not been reported to the relevant authority,
- claims arising directly or indirectly from any circumstance that could reasonably be anticipated at the time You booked Your Trip.
- claims arising directly or indirectly from Your disinclination to travel or continue Your Trip or any loss of enjoyment on Your Trip.

You should also read the General Exclusions applying to all sections of the policy.

#### **MEDICAL & REPATRIATION EXPENSES**

#### We will pay:

Up to the amount shown in the Summary of Cover Table if during **Your Trip You** became ill or injured for costs incurred outside **Your Home Country** that have been authorised by the emergency assistance company

- for emergency medical and surgical treatment. Claims for dental treatment cover the relief of pain only and are limited to the amount shown in the Summary of Cover Table;
- for reasonable and necessary additional accommodation (room only) and travelling expenses, including those of one relative or friend if You have to be accompanied home on medical advice or if You are a child and require an escort home;
- 3. in the event of death:
  - for conveyance of the body or ashes to **Your Home Country** (but excluding the cost of burial or cremation) or;
  - local funeral expenses abroad limited to £1,500;
- Loss of Medication up to a maximum of £300 for the necessary and reasonable cost of replacing essential medication lost or stolen during Your Trip.

#### **NOTE**

All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **You** become ill or are injured **We** have the right to bring **You** back to **Your Home Country**, if the emergency assistance company doctor states that **You** can safely travel home. If **You** refuse to return to **Your Home Country**, **We** have the right to stop covering **Your** expenses.

This section does not apply to **Trips** within **Your Home Country**.

Before a claim for emergency expenses can be submitted under this section, **You** must contact the emergency assistance company.

If **You** are taken into hospital or **You** think that **You** may have to come home early (be repatriated) or extend **Your** journey because of illness or accident, the emergency assistance company must be told immediately.

If during Your Trip You become ill or are injured:

#### We will not pay:

- 1. the Excess shown in the Summary of Cover Table;
- any sums which can be recovered by **You** and/or which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
- claims arising directly or indirectly from normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
- 4. claims arising directly or indirectly from a **pre-existing medical** condition
- claims for any expenses incurred for illness, injury or treatment required in consequence of:
  - a) surgery or medical treatment which in the opinion of the attending doctor and the emergency assistance company doctor can be reasonably delayed until Your return to Your Home Country;
  - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside **Your Home Country**;
- claims relating to preventative treatment which can be delayed until Your return to Your Home Country;
- claims if You have not obtained a written certificate of fitness and ability to travel and endure the Trip where You are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of Your Trip;
- claims that are not confirmed as medically necessary by the attending doctor or the emergency assistance company;
- claims for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance into hospital;
- any additional hospital costs arising from single or private room accommodation unless medically necessary;
- claims for expenses incurred as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication;

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- 12. claims for costs that arise over 12 months after a claim was first notified;
- 13. for costs which exceed £500 which **We** have not authorised beforehand.

You should also read the General Exclusions applying to all sections of the policy.

#### **HOSPITAL BENEFIT**

Should **You** suffer bodily injury or illness during the **Period of Insurance**, **We** will pay **You** up to the amount shown in the Summary of Cover Table for each full 24 hours that **You** spend as an inpatient in a hospital outside **Your Home Country**. **We** will not pay for claims arising directly or indirectly from any claim which comes from pregnancy or childbirth unless a qualified medical practitioner confirms that the claim comes from complications of pregnancy or childbirth.

#### We will not pay:

1. For anything mentioned under "We will not pay" in Medical & Repatriation.

#### **PERSONAL EFFECTS & BAGGAGE**

#### We will pay:

#### 1. Personal Baggage

Up to the amount shown in the Summary of Cover Table for the intrinsic value or cost of repair of any of **Your** own **Personal Possessions** (not hired, loaned or entrusted to **You**) which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). In the event of a claim for a pair or set of articles the maximum amount payable will be limited to the single article limit shown in the summary of cover.

#### NOTE

In the event of a claim for a pair or set of articles **We** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

#### 2. Delayed Baggage

Up to the amount shown in the Summary of Cover Table for the cost of buying replacement necessities if **Your** own personal possessions is delayed in reaching **You** on **Your Outward Journey** for at least 12 hours and **You** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

#### NOTE

Any amount **We** pay **You** under 2 (Delayed Baggage) will be deducted from **Your** claim if **Your Personal Possessions** proves to be permanently lost.

#### We will not pay for:

- the Excess shown in the Summary of Cover Table (not applicable to Delayed Baggage claims);
- claims if You do not exercise reasonable care for the safety and supervision of Your property;
- claims for loss, destruction, damage or theft of any items left Unattended in a public place, or a place to which members of the general public have access.
  - a) if Your Personal Possessions are lost, damaged or delayed in transit, and You do not notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) within 7 days of discovery of damage or loss;
- any claim arising directly or indirectly from your personal possessions being confiscated or detained by customs or other official or authorities including claims for loss, theft or damage;
  - a) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs), tents, antiques, musical instruments, pictures, typewriters, telephones, computers/games consoles (including handheld consoles) and/or accessories, televisions, sports gear whilst in use, pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products, satellite navigation systems (GPS) and or/accessories, Personal Digital Assistants (PDA's and/or accessories):
  - b) due to wear and tear, denting or scratching, moth or vermin;
  - c) of Valuables left as checked-in baggage.
- claims arising directly or indirectly from mechanical breakdown, or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
- 6. claims for Valuables stolen from an Unattended vehicle;
- claims for **Personal Possessions** stolen from:
  - a) an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not

- to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry or.
- b) an **Unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 8. any shortages due to error, omission or depreciation in value;
- claims for any property which is more specifically insured or recoverable under any other source;
- 10. claims for the cost of replacement locks;

You should also read the General Exclusions applying to all sections of the policy.

#### **MONEY AND CASH**

#### We will pay:

Up to the amount shown in the Summary of Cover Table if **Your** own **Money** is lost or stolen whilst being carried on **Your** person or left in a locked safety deposit box (or equivalent facility).

#### We will not pay for:

- 1. the Excess shown in the Summary of Cover Table;
- claims if You do not exercise reasonable care for the safety and supervision of Your property;
- claims for loss, destruction, damage or theft of Your money left Unattended in a public place, or a place to which members of the general public have access;
- 4. claims for money stolen from:
  - a) an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry or.
  - b) an **Unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 5. any shortages due to error, omission or depreciation in value;

You should also read the General Exclusions applying to all sections of the policy.

#### **LOSS OF PASSPORT**

#### We will pay:

Up to the amount shown in the Summary of Cover Table;

- the reasonable costs in obtaining a replacement passport (or travel document) to enable You to return to Your Home Country following the accidental loss or theft of Your Passport whilst outside Your Home Country;
- the irrecoverable costs of travel tickets, visas or driving licence following accidental loss or theft.

#### We will not pay for:

- 1. the **Excess** shown in the Summary of Cover Table;
- for any claim arising directly or indirectly from being confiscated or detained by customs or other official or authorities;
- claims arising directly or indirectly loss or theft unless a) You have reported the loss or theft to the nearest Police authority within 24 hours of discovery and b) You have obtained a written Police report;
- 4. claims for loss of or theft from an **Unattended** vehicle at any time;

You should also read the General Exclusions applying to all sections of the policy.

#### **TRAVEL DELAY**

This section does not apply to Trips within Your Home Country.

#### NOTE

This section applies for delays only at the final point of international departure point from and to **Your Home Country**.

#### We will pay either:

- the sum insured shown in the Summary of Cover Table if the international departure of the **Public Transport** on which **You** are booked to travel is delayed by at least 12 hours;
- up to the amount under the cancellation section of this policy shown in the Summary of Cover Table (after deduction of the Excess shown in the Summary of Cover Table per insured person) if You abandon the Trip (on the Outward Journey only) after the first full 12 hours due to the delay of Your Outward Journey from Your Home Country as a result of:
  - a) Strike or Industrial Action (provided that when this policy was taken out or the trip was booked, there was no reasonable expectation that the Trip would be delayed);
  - b) adverse weather conditions;
  - c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel

#### We will not pay for:

- the Excess shown in the Summary of Cover Table (applicable to 2 above, abandonment claims only);
- claims if You do not check-in for the flight, sea crossing, coach or train departure before the advised check-in time;
- claims if You do not obtain written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay.
- any claims arising from withdrawal from service temporarily or otherwise
  of the aircraft, coach, train or sea vessel on the orders or recommendation
  of the Civil Aviation Authority or a Port Authority or similar body in any
  Country:

You should also read the General Exclusions applicable to all sections of the policy.

#### **MISSED DEPARTURE**

This section does not apply to **Trips** within **Your Home Country**.

#### We will pay

Up to the amount shown in the Summary of Cover Table for necessary and reasonable travel and accommodation expenses required to reach **Your** booked destination, if

- the vehicle **You** are travelling in to reach **Your** international departure point breaks down or is involved in an accident; or
- the Public Transport You are using to reach Your international departure point is delayed, resulting in You arriving too late to commence Your booked Trip

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

- You not allowing sufficient time for Your journey to the airport or port to catch the booked flight or sailing;
- 2. **Public Transport** provider failure unless **You** get a letter from the provider confirming that the service did not run on time;
- the accident or breakdown of Your car unless You get confirmation of the delay from the authority who went to the accident or breakdown affecting the car You were travelling in;
- any delay caused by a riot, civil commotion, Strike or Industrial Action which began or was announced before the start date of Your policy or the date Your travel tickets or confirmation of booking were issued;

You should also read the General Exclusions applicable to all sections of the policy.

#### **PERSONAL ACCIDENT**

#### We will pay:

Up to the amount shown in the Summary of Cover Table for the following benefits, if **You** suffer an accident during **Your Trip** which, within 12 months after the date of that accident, is the sole cause of **Your** death or disability:

- Death;
- 2. Loss of Limb, total and permanent Loss of Sight in one or both eyes;
- 3. Permanent Total Disablement:
- For persons under 16 or over 75 at the time of the accident the death benefit will be limited to funeral expenses up to £1,500 and there will be no cover for **Permanent Total Disablement**.

#### We will not pay:

- for any claims arising directly or indirectly from Your sickness, disease, physical or mental condition that is gradually getting worse;
- for any claims arising directly or indirectly from an injury which existed prior to the commencement of the **Trip**;
- 3. for any claims arising directly or indirectly from pregnancy;
- any claims under this section not notified to Us within 12 months of the date of the accident;

You should also read the General Exclusions applicable to all sections of the policy.

#### **PERSONAL LIABILITY**

**We** will pay up to the sum insured shown in the Summary of Cover Table (inclusive of legal costs and expenses) if **You** become legally liable to pay damages in respect of:

- Accidental bodily injury, including death, illness and disease to a person; and/or
- Accidental loss of or damage to material property (property that is both material and tangible);

arising during the journey, **We** will indemnify **You** for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause.

#### Specific Exclusions applicable to the Personal Liability Section:

- 1. We will not be liable for anything mentioned in the General Exclusions.
- 2. We will not pay any liability for:
  - a) bodily injury, illness or disease of any person who is **Your Close** Relative, a travelling companion, or under a contract of employment,
     service or apprenticeship with **You** when the bodily injury, illness or
     disease arises out of and in the course of their employment to **You**;
  - b) loss or damage to property belonging to or held in trust by or in the custody or control of **You** other than temporary accommodation occupied by **You** in the course of the journey;
  - c) bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by **You** or on behalf of **You** of: aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);
  - d) bodily injury caused directly or indirectly in connection with the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity;
  - e) fraudulent, dishonest or criminal acts of **You** or any person authorised by **You**:
  - f) any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named:
  - g) any claim assumed by **You** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
  - h) punitive or exemplary damages.

#### Specific Conditions applicable to the Personal Liability Section:

- You or Your legal representatives will give Us written notice immediately if You have received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section:
- No admission, offer, promise, payment or indemnity shall be made by or on behalf of You without Our prior written consent;
- Every claim notice, letter, writ or process or other document served on You shall be forwarded to Us immediately upon receipt;
- We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages against all other parties or persons;
- 5. We may at any time pay You in connection with any claim or series of claims the sum insured (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made We shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

### **LEGAL EXPENSES**

If **You** suffer an incident that results in bodily injury, death or illness caused by a third party during the journey, **We** will indemnify **You** for legal expenses incurred in pursuit of a claim for damages or compensation against the third party up to the sum insured stated in the Summary of Cover Table for any one journey.

#### ${\bf Specific\ Definitions\ applicable\ to\ the\ Legal\ Expenses\ Section:}$

#### **Legal Expenses** shall mean:

- Fees, expenses and other disbursements reasonably incurred (as determined by **Our** legal counsel) by a **Legal Representative** in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused **Your** bodily injury, death or illness.
- Fees, expenses and other disbursements reasonably incurred (as determined by **Our** legal counsel) by a **Legal Representative** in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.
- Costs that **You** are legally liable for following an award of costs by any court or tribunal or an out-of-court settlement made in connection with any claim or legal proceedings.

**Legal Representative** shall mean a solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by **Us** to act on **Your** behalf.

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#### Specific Exclusions applicable to the Legal Expenses Section:

- 1. We will not be liable for anything mentioned in the General Exclusions.
- 2. We will not pay any liability for:
  - a) any claim reported to **Us** more than 12 months after the beginning of the incident which led to the claim;
  - b) Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You;
  - c) Legal Expenses incurred before receiving Our prior written approval, unless such costs would have been incurred subsequently to Our approval;
  - d) Legal Expenses incurred in connection with any criminal or wilful act committed by You;
  - e) Legal Expenses incurred for any claim or legal proceedings brought against;
    - a) a travel agent, tour operator, carrier, insurer or their agent; or
    - b) Us, You, or any company or person involved in arranging this Policy;
  - f) fines, compensation or other penalties imposed by a court or other authority;
  - g) Legal Expenses incurred after You have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or You not accepting an offer from Us to settle a claim;
  - h) Legal Expenses which We consider to be unreasonable or excessive or unreasonably incurred (as determined by Our legal counsel);
  - i) actions between individuals named on Your Certificate;
  - j) Legal Expenses incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

#### Specific Conditions applicable to the Legal Expenses Section:

- Written consent must be obtained from Us prior to incurring Legal Expenses. This consent will be given if You can satisfy Us that:
  - a) there are reasonable (as determined by **Our** legal counsel) grounds for pursing or defending the claim or legal proceedings; and
  - b) it is reasonable (as determined by **Our** legal counsel) for **Legal Expenses** to be provided in a particular case.

The decision to grant consent will take into account the opinion of **Your Legal Representative** as well as that of **Our** own advisers. **We** may request, at **Your** own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, **Your** costs in obtaining this opinion will be covered by this Policy.

- All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
- If You are successful in any action, any Legal Expenses provided by Us will be reimbursed to Us.
- We may at Our discretion assume control at any time of any claim or legal proceedings in Your name for damages and or compensation from a third party.
- 5. We may at Our discretion offer to settle a claim with You instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party, and any such settlement will be full and final in respect to the claim.
- We may at Our discretion offer to settle a counter-claim against You
  instead of continuing any claim or legal proceedings for damages and or
  compensation from a third party.

#### **WINTER SPORTS**

This section of cover is only applicable if the appropriate winter sports premium has been paid and is noted on **Your Certificate**.

If **You** have an Annual Multi Trip **Policy**, this **Policy** will automatically cover **You** for up to 21 days of Winter Sports Cover in each **Period of Insurance**.

If **You** have a Single Trip Policy and have paid for Winter Sports Cover, this Policy will cover **You** for the whole **Period of Insurance**.

You will be covered for:-

Bob Sleighing	Ski Bobbing
Cross Country Skiing	Sledging
Curling	Snow Boarding
Dog Sledging	Snow Cat Skiing
Dry Slope Skiing	Snow Kiting
Heli Skiing	Snow Mobiling
Luging	Snow Shoeing
Mono-Skiing	Tobogganing
Skiing	

Also included is Off-piste skiing and snowboarding but only if **You** are accompanied by a qualified instructor or guide.

#### We will pay:

#### 1. SKI EQUIPMENT

Up to the amounts shown in the Summary of Cover for the value or repair of **Your** own **Ski Equipment** (after making proper allowance for wear and tear and depreciation) or hired **Ski Equipment**, if they are lost, stolen or damaged during **Your Trip**.

#### Please note:

Claims for owned **Ski Equipment** will only be calculated as follows:

Up to 12 months old 85% of purchase price
Up to 24 months old 65% of purchase price
Up to 36 months old 45% of purchase price
Up to 48 months old 30% of purchase price
Up to 60 months old 20% of purchase price

Over 60 months old Ni

#### 2. SKI HIRE

Up to the amount shown in the Summary of Cover per day for the reasonable cost of hiring replacement **Ski Equipment** as a result of the accidental loss, theft or damage of **Your** own **Ski Equipment** during the **Period of Insurance**.

#### 3. DELAYED SKI EQUIPMENT

Up to the amount shown in the Summary of Cover towards the cost of hiring replacement **Ski Equipment** necessities, if **Your** own **Ski Equipment** is delayed in reaching **You** on **Your Outward Journey** for at least 12 hours and **You** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

#### We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver Premium (except for Benefits Ski Hire and Delayed Ski Equipment above);
- claims arising directly or indirectly from You not exercising reasonable care for the safety and supervision of Your own or Your hired Ski Equipment;
- claims if You have not obtained a written police report within 24 hours of the discovery in the event of loss, burglary or theft of Your own or Your hired Ski Equipment;
- 4. claims for **Your** own or **Your** hired **Ski Equipment** which is lost, damaged or delayed in transit, if **You** do not:
  - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline); or
  - b) follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately;
- 5. for any claim arising directly or indirectly from your ski equipment being confiscated or detained by customs or other official or authorities;
- 6. claims for Your own or Your hired Ski Equipment stolen from:
  - a) an Unattended vehicle unless it was in the rear boot or luggage area
    of the vehicle and is covered so as not to be visible from outside the
    vehicle, or items stored on a roof rack (unless the vehicle is parked
    within sight of You), and there is evidence of forcible and violent entry;
  - b) an **Unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;

You should also read the General Exclusions applying to all sections of the policy

#### **SKI PACK**

This section of cover is only applicable if the appropriate winter sports premium has been paid.

#### We will pay:

Up to the amount shown in the Summary of Cover, in all for the unused portion of **Your Ski Pack** costs paid for or contracted to be paid for before **Your Trip** commenced. if:

- 1. You have a valid claim under the curtailment section of this policy: or
- You do not curtail your trip but are certified by a medical practioner as being unable to ski.

You must provide confirmation that no refund is available for your ski pack..

#### We will not pay:

- the Excess shown in the Summary of Cover except where You have paid the Excess Waiver Premium;
- claims that are not confirmed as medically necessary by the emergency assistance company and where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to ski and unable to use the **Ski Pack** facilities;

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 anything mentioned under the We will not pay in the Medical & Repatriation Expenses Section.

You should also read the General Exclusions applying to all sections of the policy.

#### **PISTE CLOSURE**

This section of cover is only applicable if the appropriate winter sports premium has been paid.

Cover is only available under this Section between 1st December to 30th April in the Northern hemisphere and 1st May and 30th September in the Southern hemisphere. If there is a lack of snow in **Your** resort and it closes, which prevents **You** from skiing

#### We will pay:

- the amount shown in the Summary of Cover per day towards the costs You have to pay to travel to another resort, or
- the amount shown in the Summary of Cover for each full day You are unable to ski, if Your resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked Period of Insurance of Your Trip.

#### We will not pay:

- claims where You have not obtained confirmation of resort closure from the local representative;
- 2. claims where not all skiing facilities are totally closed;
- claims where the lack of snow conditions are known or are public knowledge at the time of effecting insurance;

You should also read the General Exclusions applying to all sections of the policy.

#### **DELAY DUE TO AVALANCHE**

This section of cover is only applicable if the appropriate winter sports premium has been paid.

#### We will pay:

Up to the amount shown in the Summary of Cover for additional travel and accommodation costs **You** need to pay if **Your** outward or return journey is delayed for more than 12 hours because of an avalanche.

#### Specific condition applicable to the Delay Due To Avalanche Section:

**You** must get a written statement from the appropriate authority confirming the reason for the delay and how log it lasted.

#### **GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

No payment will be made under the following sections without appropriate medical certification.

- a) Cancellation
- b) Curtailment
- c) Medical and Repatriation Expenses
- d) Hospital Benefit
- e) Personal Accident
- f) Personal Liability
- g) Legal Expenses
- h) Winter Sports
- If We require any medical certificates, information, evidence and receipts, these must be obtained by You at Your expense.
- In the event of a claim, if **We** require a medical examination **You** must agree to this and in the event of death **We** are entitled to a post mortem examination, both at **Our** expense.
- 3. You must take all reasonable steps to recover any lost or stolen article.
- 4. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
- 5. The original Policy **Certificate** must be produced before any claim is paid.
- 6. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **Us**.
- We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in Your name for Our benefit against any other party.
- 8. **We** may at any time pay to **You Our** full liability under the policy after which no further payments will be made in any respect.
- 9. If at the time of making a claim there is any other policy covering the same risk **We** are entitled to contact that insurer for a contribution.

#### GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

#### We will not pay anything directly or indirectly caused by:

 Your suicide, deliberately injuring Yourself, being under the influence of alcohol or drugs (unless prescribed by a doctor), alcoholism or other

- alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **You** are trying to save someone's life);
- air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- air travel within 24 hours of scuba diving;
- bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- consequential loss of any kind. For example loss of earnings due to being unable to return to work following injury or illness or cost of replacement lock if keys are lost;
- loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to, by or arising from:
  - a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
  - c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
- any exposure to the utilisation of nuclear, chemical or biological weapons of mass destruction.
- 8. loss or damage arising from:
  - a) any act of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, uprising, blockade, military force, any act of **Terrorism** (including Cyber Terrorism) where you are actively engaged and/ or where you have travelled and/or you remain contrary to Foreign & Commonwealth Office travel advice.
  - b) any act of **Terrorism**: this exclusion will not apply to Personal Accident Section or Medical Emergency and Repatriation Expenses Section provided that the Insured Person suffering personal accident injury or illness has not participated in or conspired in such activities.
- You riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 250cc and in any event if You fail to wear a crash helmet:
- You driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;
- 11. mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing; professional or organised sports, racing, speed or endurance tests, scuba diving to a depth greater than 9 metres, scuba diving without a qualified instructor, or any sports or activities not listed under the sports and activities table; Your Manual Work; taking part in dangerous expeditions or the crewing of a vessel outside European waters:
- any payment which **You** would normally have made during **Your** travels, if nothing had gone wrong;
- 13. the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Personal Accident Section, Medical Emergency and Repatriation Expenses Section);
- 14. Your travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.
- 15. any liability, loss, cost or expense arising out of, resulting from, caused or contributed to any virus that is declared to be an outbreak or epidemic by the World Health Organisation or any Government or ruling body of a country that the outbreak or epidemic has occurred in.
- the closure of UK or international airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any Country
- 17. claims arising from Your wilful, malicious or unlawful acts
- 18. **You** being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction;
- 19. You taking part in a criminal act;
- 20. a pre-existing medical condition;
- a complication of pregnancy and childbirth if the same complication had occurred in a previous pregnancy;
- You driving, or in charge of a vehicle where Your blood/urine alcohol level is above the legal limit stated in the laws of the country where the incident occurs;
- 23. disinclination to travel.

#### WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

## MEDICAL EMERGENCIES AND RETURNING EARLY TO YOUR HOME COUNTRY

If You have an emergency during Your Trip and require medical treatment while outside Your Home Country, or if Your journey is cut short (curtailment) or You have to return early to Your Home Country, or You are

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in any of the circumstances listed in sections 2, 3, 4 and 5 You must phone Europ Assistance as soon as possible, and quote Your Policy number.

#### If You have a medical emergency, please call +44 (0) 333 300 2142

These lines are open 24 hours a day.

Europ Assistance will provide immediate help if You are ill or injured outside the United Kingdom. They provide a 24-hour emergency service 365 days a

When contacting the above You will need to quote Your Policy Number, the name of Your agent, Your name, address and telephone number.

#### **CLAIMS PROCEDURE**

When something happens which is likely to give rise to a claim under this policy, You must notify Europ Assistance as soon reasonably possible after it happens and, in any case, within 28 days from the date of return to Your Home Country.

To start the claims process please log on to www.roleurop.com/jet2, and click on "Create a Claim". You will then be asked to enter your Localiser number this is Your Policy number which will be found on Your insurance certificate. Then follow the process.

Alternatively You can contact them

By Telephone: 0333 300 2141 Or by Email: Jet2claims@linkhamservices.com

If emailing **You** should include full details of the events relating to the claim.

#### Claims Cooperation

You shall provide assistance and co-operate with Us or Our representatives in obtaining any other records **We** or they feel necessary to evaluate the incident or claim. If **You** do not co-operate with **Us** and/or **Our** investigation of the claim, We shall not be liable to pay any claim.

#### Access to additional materials

You shall provide Us, or designated representatives, all information, documentation, medical information that We or they may reasonably require during the term of this policy, or until all claims have been resolved, whichever

#### Right to medical records and medical examination

Following notification of a claim, You shall provide, when asked, all authorisations necessary to obtain Your medical records. We have the right to have **You** examined by a physician or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** may reasonably request.

#### **COMPLAINTS PROCEDURE**

We are dedicated to providing You with a high quality service and want to ensure that this is maintained at all times. If You feel that We or another party connected with this policy have not offered a first class service please write and tell them and they will do their best to resolve the problem.

In respect of any questions or concerns about the handling of a claim You should put Your question or concern to:

#### Europ Assistance

Telephone: 0333 300 2141

Email: Jet2claims@linkhamservices.com

If **Your** complaint is about the way this policy was sold please contact:

Compliance Officer **ROCK Insurance Group** Suite A, 3rd Floor Griffin House 135 High Street Crawley West Sussex RH10 1DQ

### Administration

If Your complaint is about the way the Policy is administered You should put Your question or concern to:

The Compliance Manager ROCK Insurance Group 135 High Street Crawley West Sussex RH10 1DQ

You will be contacted within five days of receiving Your complaint to inform You of what action We are taking. We will try to resolve the problem and give You an answer within four weeks. If it will take longer than four weeks We will tell You when You can expect an answer.

If You have not been given an answer within eight weeks We will tell You how You can take Your complaint to the Financial Ombudsman Service for

review. This complaints procedure does not affect any legal right You have

Once You have received Your final response from Us, and if You are still not satisfied You can contact the Financial Ombudsman Service:

Financial Ombudsman Service **Exchange Tower** Harbour Exchange Square London

E14 9SR

Telephone: 0800 023 4 567 or 0300 123 9123 E-mail: complaint.info@financial-ombudsman.org.uk

ROCK Insurance Group adheres to the Alternative Dispute Resolution Regulations 2015 EU Directive. You can access the Online Dispute Resolution Portal here (https://webgate.ec.europa.eu/odr/main/?event=main.about .show).

#### **DATA PROTECTION ACT 1998**

#### **Data Protection Introduction**

Please make sure you read and understand this Data Protection Notice as it explains to you what we will do with the information you give us. If you apply for our products and /or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by this application form. You should show this notice to any other person who is covered under your insurance policy. If your application includes other individuals then we will assume they have given their consent to you to give their information to us

#### **Protection of your Personal Data**

The security of your personal information is very important to us and we are compliant with all current data protection legislation. All personal information that you supply to us either in respect of yourself or other individuals in connection with our products will be treated in strictest confidence by us and will be held by us for the purpose of providing and administrating our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if you complete an application form for our products and/or services you will be giving your consent to such information being processed by us (which may include other companies within our group of companies) or our agents.

It may be necessary to pass your personal and sensitive data to other companies for processing on your behalf. Some of these companies may be based outside the European Union in countries which may not have the legislation or laws to protect your personal data but in all cases we will ensure that it is kept securely and only used for the purposes for which it was provided. To ensure that your personal data is kept securely should it leave the European Union and be passed to a company outside of that we will ensure that we have entered into a model clause agreement with that company to ensure your personal and sensitive data is kept safe and secure.

## **CONTACT NUMBERS**

IN AN EMERGENCY, FIRST CHECK THAT THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE EUROP ASSISTANCE STATING YOUR NAME AND POLICY NUMBER.

Travel Helpline	0343 658 0357
Medical & Repatriation Expenses	0333 300 2142
Claims Helpline	0033 300 2141

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## **SUMMARY OF COVER & BENEFITS**

		-
Cover & Excess per section, per person unless otherwise stated.	Super	Excess
Medical Expenses & Repatriation	£10,000,000	£150
Dental Expenses	£150	£150
Hospital Benefit	£25 per day up to £250	£150
Cancellation and Curtailment	£3,500	£150
Travel Delay	£25 per 12 hours up to £250	Nil
Missed Departure	£300	Nil
Personal Effects and Baggage	£1,000	£150
Single Item Limit	£200	NA
Valuables Limit	£200	NA
Delayed Baggage	£100	Nil
Money & Cash	£400	£50
Cash Limit	£100	NA
Cash Limit if under 18	£50	NA
Loss of Travel Documents	£250	£150
Personal Liability	£1,000,000	Nil
Personal Accident		
Permanent Total Disablement	£10,000	Nil
Loss of one or more Limbs, or total and irrecoverable Loss of Sight in one or both eyes	£10,000	Nil
Death	£10,000	Nil
If the Insured Person is aged under 16 or over 75 (funeral expenses only)	£1,500	Nil
Legal Expenses	£10,000	Nil
Winter Sports		
Loss or Damage to Ski Equipment - owned	£300	£150
Single Item Limit	£150	NA
Loss or Damage to Ski Equipment - hired	£150	£150
Single Item Limit	£150	NA
Ski Equipment Delay	£15 per day up to £150	Nil
Ski Pack	£15 per day up to £150	Nil
Piste Closure	£10 per day up to £100	Nil
Delay due to Avalanche	£50	Nil

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