

# YOUR MRL TRAVEL INSURANCE POLICY



Reference Number: MRL QZ MRL 1803/04

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

If **you** have an emergency during **your trip**

If **you** require medical treatment outside **your home country**

If **you** have to return early to **your home country**

**Please phone 00 44 (0)343 658 0342 or 00 44 (0) 1293 652842** and quote **your** policy number.

**These lines are open 24 hours a day.**

**Global Response, the emergency assistance company will provide help if you are ill or injured outside your home country. They provide a 24-hour emergency service 365 days a year.**

**YOU, OR SOMEONE ON YOUR BEHALF, MUST CONTACT US BEFORE INCURRING COSTS ABOVE £500.**

## OUTPATIENT TREATMENT

If **you** are in SPAIN, GREECE, CYPRUS, PORTUGAL, EGYPT, MALTA, BULGARIA or TURKEY and need outpatient medical treatment please provide a copy of **your** policy documentation to the **medical practitioner** and ask the clinic to contact ChargeCare International. **Your** treatment will be paid by ChargeCare International in line with the policy. **You** will be asked to fill in a simple form to confirm the treatment and to pay the **excess** directly to the clinic. The clinic can contact ChargeCare International at [newcliniccase@chargecare.net](mailto:newcliniccase@chargecare.net).

## HOW TO MAKE A CLAIM ON YOUR RETURN

### Claims under Travel Cover

Contact Reactive Claims calling 01420 383067 or email [info@reactiveclaims.com](mailto:info@reactiveclaims.com)

## IMPORTANT HEALTH REQUIREMENTS FOR ALL INSURED PERSONS

**You** will not be covered under this policy for any claims arising directly or indirectly from a **pre-existing medical condition** unless it has been declared to **us** and accepted by **us** in writing for cover. Call us on **0333 300 2140** to declare your **pre-existing medical condition** and confirm if cover is available.

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 or any cancerous condition.
- **We** can not offer **you** cover if **you** have any undiagnosed symptoms (i.e. symptoms for which **you** are awaiting investigations/consultations, or awaiting results of investigations, or where the underlying cause of the symptoms has not been established).

1. **You** must inform **us** if **your** state of health changes prior to travelling. **We** have the right to increase **your** premiums or refuse to cover **you** on **your trip**.
2. **You** must be fit to undertake **your** planned trip.
3. **You** must not travel against medical advice (or would be travelling against medical advice had you sought medical advice prior to travel) or with the intention of obtaining medical treatment or consultation abroad.
4. **We** will not cover **you** for any **pre-existing medical condition** unless it has been declared to **us** and accepted by **us** for cover in writing.
5. **We** will not cover **you** if **your** state of health was worse than **you** declared to **us** at the time **you** purchased this policy.
6. **We** will not cover **you** for any undiagnosed symptoms for which **you** are awaiting investigations/consultations.
7. 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. **You** will also not be covered for medical claims overseas which are directly or indirectly related to this condition.

## RECIPROCAL HEALTH AGREEMENTS

### European Union

If **you** are travelling to countries in the European Union, Iceland, Liechtenstein, Norway or Switzerland, **you** should take a European Health Insurance Card (EHIC) with **you**. This does not apply to residents of the Isle of Man or the Channel Islands. **You** can apply online for **your** EHIC at <https://www.gov.uk/european-health-insurance-card> or by calling the automated EHIC application service on 0300 3301350. **Your** application should be completed and validated before **you** travel. 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.

### 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 **United Kingdom** also has reciprocal healthcare agreements with other non-EEA countries and territories. Details can be found at [www.nhs.uk/NHSEngland/](http://www.nhs.uk/NHSEngland/)

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## SUMMARY OF COVER

Cover <small>Per person unless otherwise shown.</small>	Economy Cover		Standard Cover		Premier Cover	
	Limits up to	Excess per person per claim	Limits up to	Excess per person per claim	Limits up to	Excess per person per claim
Cancellation and Curtailment	£1,000	£175	£2,000	£150	£5,000	£100
Emergency Medical and Repatriation Expenses	Up to £10,000,000	£175	Up to £10,000,000	£150	Up to £10,000,000	£100
Hospital Benefit	£35 per day up to £250	Nil	£35 per day up to £350	Nil	£35 per day up to £400	Nil
Personal Possessions and Baggage	£2,000	£175	£2,000	£150	£2,000	£100
• Single Item Limit	£150	N/A	£200	N/A	£300	N/A
• Valuables Limit	£150	N/A	£200	N/A	£300	N/A
• Delayed Baggage	£10 per 12 hours to £100	Nil	£25 per 12 hours to £150	Nil	£30 per 12 hours to £350	Nil
Personal Money	£500	£175	£500	£150	£500	£100
• Cash Limit	£100	N/A	£100	N/A	£100	N/A
Travel Delay on your Outward Journey	£10 per 12 hours to £100	Nil	£15 per 12 hours to £150	Nil	£15 per 12 hours to £150	Nil
Loss of Passport	£300	Nil	£400	Nil	£500	Nil
Missed Departure (on the outward journey)	£500	£175	£750	£150	£1,500	£100
Personal Accident						
• Permanent Total Disablement	£20,000	Nil	£20,000	Nil	£20,000	Nil
• Loss of Limb(s) / Eye(s)	£20,000	Nil	£20,000	Nil	£20,000	Nil
• Death	£20,000	Nil	£20,000	Nil	£20,000	Nil
• Death if the Insured Person is aged over 75	£1,000	Nil	£2,500	Nil	£2,500	Nil
Personal Liability	£2,000,000	£175	£2,000,000	£150	£2,000,000	£100
Legal Expenses	£5,000	£175	£10,000	£150	£10,000	£100

Optional Winter Sports Cover						
Ski Equipment (Owned)	£300	£175	£750	£150	£1,000	£100
• Single Item Limit	£150	N/A	£250	N/A	£500	N/A
Ski Equipment (Hired)	£150	£175	£250	£150	£300	£100
Ski Hire	£150	Nil	£250	Nil	£300	Nil
Piste Closure	£20 per day to a maximum of £200	Nil	£40 per day to a maximum of £400	Nil	£40 per day to a maximum of £400	Nil
Avalanche or Landslide	£50	Nil	£100	Nil	£250	Nil

**\* Emergency Medical and Repatriation Expenses** - For travel to the United States of America **we** will only pay for reasonable and necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

Limits stated are on a per claim basis and are not cumulative across the period of insurance, unless otherwise stated.

## MRL

This policy has been arranged by MRL which is a trading style of Rock Insurance Services Limited (ROCK). Rock Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). ROCK's FCA registration number is 300317.

**You** can check the regulatory status of ROCK by visiting <http://www.fca.org.uk/register> or by telephoning 0800 111 6768. ROCK is the administrator of this policy and has brought together a number of different insurers to provide the following benefits.

## THE INSURERS

The insurer details provided below can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or contacting the Financial Conduct Authority on 0800 111 6768.

## INSURER DETAILS FOR TRAVEL POLICY

This insurance is underwritten by Bulstrad Life Vienna Insurance Group JSC authorised and regulated by the Financial Conduct Authority (company number 628779) 6 Sveta Sofia Street, 1000 Sofia, Bulgaria and ZAD Bulstrad Vienna Insurance Group subject to limited regulation by the Financial Conduct Authority (company number 602489) 5 Pozitano Circus, 1000 Sofia, Bulgaria.

## IMPORTANT INFORMATION

### ELIGIBILITY CRITERIA

- This policy is only available to residents of the **United Kingdom**.
- Insurance cannot be purchased once **your trip** has commenced and must be purchased whilst in the **United Kingdom**.
- A family policy is for the main **insured person**, his/her spouse, Civil Partner or Common Law Partner, and up to four of their dependent children under 18 years of age (in full-time education and residing with them). For annual multi-trip policies, each insured adult can travel independently. All members of the family must live at the same address.
- A couple policy is for 2 adults in a relationship, living at the same address.
- Cover is only provided for **trips** in the **United Kingdom** if **you** have a minimum of two nights' pre-booked and pre-paid accommodation.
- **Your trip** must start and end in the **United Kingdom** and **you** must have a return ticket.
- If **you** are a **United Kingdom** resident living in Northern Ireland and **your** travel itinerary requires you to use Republic of Ireland departure/arrival points, **your** cover will be as if you were still travelling from Northern Ireland.

**You** should note that the policy will **NOT** cover **you** if:

- **You** reside outside the **United Kingdom**;
- **You** are over the age of 84 years old when **you** purchase a Single Trip policy;
- **You** are over the age of 74 when **you** purchase an Annual Multi-trip Policy;
- **You** require Winter Sports cover but are over the age of 64 and have not paid the appropriate extra premium;
- **You** require cover for a Cruise holiday;
- **You** are not registered with a General Practitioner in **your home country**.

### NON-TRAVELLING RELATIVES

This policy will **NOT** cover any claims under Cancellation or **Curtailement** arising directly or indirectly from any **medical condition** known to **you** prior to the start of **your period of insurance**, and before booking **your trip** affecting any **close relative**, travelling companion, or person **you** are going to stay with on **your trip** if:

- a terminal diagnosis had been received; 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 if during the 90 days immediately prior to the start of the **period of insurance** they had:
  - required surgery, inpatient treatment or hospital consultations; or
  - required any form of treatment or prescribed medication.

### TRIP DURATION LIMITS

Single Trip Policies: 365 days if **you** are aged 55 or under; if **you** are aged between 56 and 79 **trips** are limited to a maximum stay of 90 days. If **you** are aged between 80 and 84 **trips** are limited to a maximum stay of 21 days;

Annual Multi-trip Policies: Any number of **trips** in the policy year but limited to 32 days per **trip** and 120 days in total, if **you** purchase Economy cover, or 150 days if **you** purchase Standard or Premier cover and is detailed on **your certificate of insurance**.

**You** must pay the appropriate premium for the full number of days for **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid. If **your** return is unavoidably delayed for an insured reason, cover will be extended free of charge until **you** are able to return.

Single Trip Policies can only be booked up to 365 days in advance of **your trip**.

Annual Multi-Trip Policies cannot be booked more than 90 days before the start date shown on **your certificate of insurance**. Please note that cancellation cover will not commence until that date.

### GEOGRAPHICAL LOCATIONS

#### Home Country

The **United Kingdom**.

#### 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, Canada, Caribbean and Mexico

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.

### PREGNANCY & CHILDBIRTH

Cover under this policy is provided for unforeseen events. In particular, cover is provided under Section 1 for unforeseen **bodily injury** or illness. Pregnancy and childbirth are not considered to be either an illness or injury. Cover is **ONLY** provided under Sections 1, 3, 4 and 5 of this policy for claims arising from **complications of pregnancy and childbirth**. Please make sure **you** read the definition of **complications of pregnancy and childbirth** given under the Meaning of Words.

### COVER

This wording provides full details of all **your** cover.

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

This policy wording contains all possible levels of cover on offer. Sections of cover that apply to **your** policy will depend on **your** choice of cover, upgrade options and the premium **you** have paid and will be shown on **your certificate of insurance**.

If **you** are in any doubt about any aspect of this policy wording please contact **us** using the telephone number on **your certificate of insurance**.

### YOUR PREMIUM

ROCK collects and holds insurance premiums as an agent of the insurer. **We** do not charge a fee for arranging **your** policy. However, administrative fees may be applicable if **you** wish to receive **your** documents by post or **you** require an amendment to **your** policy at a later date.

### YOUR DUTY OF DISCLOSURE

It is vital that **you** answer any questions in relation to arranging or administering this insurance policy honestly and accurately. **You** must take reasonable care not to make any misrepresentation because inaccurate answers may result in a claim being declined.

### ANNUAL MULTI-TRIP RENEWAL

Rock Insurance Services Limited (ROCK) will include **your** annual multi-trip policy into their renewal programme.

To make sure **you** have continuous cover under **your** policy, ROCK will aim to automatically renew (autorenew) **your** policy when it runs out. Each year ROCK will write to **you** before the renewal date of **your** policy, and tell **you** about any changes to the premium or the policy terms and conditions. ROCK will then attempt to collect the renewal premiums from the credit card or debit card used for the purchase of **your** original policy.

There may be occasions where the policy fails to automatically renew. Some examples of this are as follows:

- **You** have insufficient funds in **your** bank account;
- **Your** credit or debit card details have changed;
- **You** are no longer eligible for the policy;
- The policy scheme has undergone significant changes.

If one of these situations occur then ROCK will write to tell **you** that they have been unable to automatically renew **your** policy and ask **you** to contact their Customer Services Team.

#### IMPORTANT NOTES:

**Your** renewed policy will only be valid when **you** have told ROCK about any changes to **your** policy details and **you** have rescreened any **pre-existing medical conditions**.

ROCK are entitled to assume that **your** details have not changed and **you** have the permission of the card holder unless **you** tell ROCK otherwise. ROCK will tell the relevant processing bank to charge the relevant premium to the debit card or credit card on or before the renewal date.

ROCK will not automatically renew any linked medical endorsement as **your pre-existing medical conditions** may change. **You** should contact ROCK to rescreen at renewal.

**You** should take the opportunity at renewal to review **your** needs. **You** may be able to get the insurance cover **you** want at a better price if **you** shop around. Please bear in mind that it's not just the insurance prices that vary. Even if another insurer is quoting a similar price, the levels of cover and policy benefits they offer may be different. It's important that **you** compare carefully and choose the policy that meets **your** needs.

**You** can tell ROCK about any changes to **your** policy details or opt out of automatic renewal at any time by phoning ROCK on the telephone number provided on **your** certificate of insurance.

#### HOW TO MAKE A CLAIM

Please contact the following should **you** need to make a claim:

##### Claims under Travel Cover:

Contact Reactive Claims calling 01420 383067 or email [info@reactiveclaims.com](mailto:info@reactiveclaims.com) giving **your** name and **certificate** number, and brief details of **your** claim.

Claims under this section must be submitted within 28 days of **your** return home.

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

If **you** have an emergency during **your** trip

If **you** require medical treatment outside **your** home country

If **you** have to return early to **your** home country

**Please phone 00 44 (0)343 658 0342 or 00 44 (0) 1293 652842** and quote **your** policy number.

**These lines are open 24 hours a day.**

**Global Response, the emergency assistance company will provide help if you are ill or injured outside your home country. They provide a 24-hour emergency service 365 days a year.**

**YOU, OR SOMEONE ON YOUR BEHALF, MUST CONTACT US BEFORE INCURRING COSTS ABOVE £500.**

##### Outpatient Treatment

If **you** are in SPAIN, GREECE, CYPRUS, PORTUGAL, EGYPT, MALTA, BULGARIA or TURKEY and need outpatient medical treatment please provide a copy of **your** policy documentation to the **medical practitioner** and ask the clinic to contact ChargeCare International. **Your** treatment will be paid by ChargeCare International in line with the policy. **You** will be asked to fill in a simple form to confirm the treatment and to pay the **excess** directly to the clinic. The clinic can contact ChargeCare International at [newcliniccase@chargecare.net](mailto:newcliniccase@chargecare.net).

#### CANCELLATION OF YOUR POLICY

**We** hope **you** are happy with the cover this policy provides. However, **you** have the right to cancel this policy, 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 during the 14 day cooling off period 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. Should **you** decide to cancel after the 14 day cooling off period no refund will be given.

**We** may cancel this policy at any time if **you** have not paid **your** premium or if there is reasonable evidence that **you** misled us or attempted to do so. By this **we** mean, if **you** are dishonest or use fraudulent means to benefit under this policy or if **you** give any false declaration or make a deliberate misstatement when applying for this cover or when making or supporting **your** claim.

**We** will contact **you** by email and tell **you** at your last known email address if **we** cancel **your** policy, or by letter if **we** do not hold an email address for **you**.

#### FRAUD

Throughout **your** dealings with us **we** expect **you** to act honestly.

If **you** or anyone acting for **you**:

- knowingly provides information to us as part of **your** application for **your** policy that is not true and complete to the best of **your** knowledge and belief,
- makes a fraudulent or exaggerated claim under **your** policy,
- makes a false statement in support of a claim,
- submits a false or forged document in support of a claim,
- makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

Then **we** will:

- prosecute fraudulent claimants,
- make the policy void from the date of the fraudulent act,
- not pay any fraudulent claims,
- be entitled to recover from **you** the amount of any fraudulent claim already paid under **your** policy since the start date,
- not return any premium paid by **you** for the policy,
- inform the police of the circumstances,
- pass **your** details onto fraud prevention agencies,
- place **your** details on to a register of claims through which insurers share claims related information.

#### COMPLAINTS

**We** always aim to provide a first class service. However, if **you** have any cause for complaint, please address these in the first instance to:

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

Email: [admin@rockinsurance.com](mailto:admin@rockinsurance.com)

For complaints about how a claim has been handled **you** should contact:

Reactive Claims Ltd,  
Attwood House,  
Mansfield Business Park,  
Four Marks,  
Hampshire  
GU34 5PZ

Email: [managers@reactiveclaims.com](mailto:managers@reactiveclaims.com)

For complaints about how an assistance case has been handled **you** should contact:

The Complaints Department,  
Global Response Ltd,  
Regus House,  
Falcon Drive,  
Cardiff  
CF10 4RU

Email: [customerservices@global-response.co.uk](mailto:customerservices@global-response.co.uk)

Phone: 00 44 (0) 2920 468793

If **you** are still not satisfied **you** can contact the Financial Ombudsman Service:

Financial Ombudsman Service  
Exchange Tower,  
Harbour Exchange Square,  
London  
E14 9SR

Phone: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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>

#### FINANCIAL SERVICES COMPENSATION SCHEME

ROCK 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. Further information can be obtained from the Financial Services Compensation Scheme by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk).

Whilst ROCK monitors the financial strength of the insurers with whom **we** place business, it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. **We** cannot, therefore, guarantee the solvency of any insurer or underwriter. **You** may not be able to obtain a refund of premium in these circumstances.

#### DATA PROTECTION

**Any information that you have given to ROCK will be used for the administration of your policy. The information that you have provided will be shared with the following parties:**

- The insurers of the policy, Zad Bulstrad Vienna Insurance Group and Bulstrad Life Vienna Insurance Group JSC, to obtain a premium if **your** quote requires referral to them. The personal information that will be shared with the insurer at this time will be **your** name, **your** contact details and any medical history as declared to **us** by **you**.



- If **you** purchase a product with ROCK, **your** information will be shared with the insurer of the policy to underwrite **your** policy.
- In the event of a claim **your** personal information will be shared with the insurer and their appointed emergency assistance company and/or claims administrator. Details of these organisations are stated within this policy terms and conditions.
- The Financial Conduct Authority and/or other regulatory/governing bodies for the purposes of compliance monitoring and to prevent and detect fraud.

**We** reserve the right to disclose personally identifiable information in order to comply with the law, applicable regulations and government requests. **We** also reserve the right to use such information in order to protect **our** operating systems and integrity as well as other users.

Any third parties employed by **us** to process **your** data on **our** behalf are subject to contractual obligations to protect the security of **your** data.

These activities are carried out within the UK and European Economic Area (EEA), and outside the EEA. The data protection laws and/or the agreements **we** have entered into with the receiving parties in relation to the processing of data outside the EEA provide a similar level of protection to the laws and/or agreements **we** have entered into within the EEA.

**You** are entitled, on request, to a copy of the personal information ROCK holds about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in ROCK's privacy policy which can be accessed through links on **your** insurance certificate). Please let **us** know if **you** think any information held about **you** is inaccurate, so that it may be corrected.

## MEANING OF WORDS

The following words and expressions used in this policy shall mean the following wherever they appear in bold within this document:

**Act of terrorism:** any illegal actions, whether individual or collective, which involve the use of force against persons or property, performed for the purposes of achieving ideological, political, economic or religious goals, where such actions concurrently bring about a state of chaos, instill fear in the general population or result in a disruption of public life.

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

**Certificate of insurance:** The document showing details of the cover purchased and naming all **insured persons**.

**Close relative:** Mother, father, sister, brother, wife, husband, partner, 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.

**Complications of Pregnancy and Childbirth:** Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Curtil/Curtailment:** Return early to **your home** after the commencement of the **outward journey**.

**Excess:** The first amount of a claim that **you** must pay as detailed in the travel insurance summary of cover.

**Golf equipment:** Golf clubs, golf balls, golf bag, non-motorised golf trolley and golf shoes.

**Holiday services:** Pre-booked, pre-paid elements of the **trip** including car hire, airport parking and excursion tickets.

**Home:** **Your** permanent residence in **your home country**.

**Home country:** The country where **you** are ordinarily permanently resident, pay tax or are registered with a **medical practitioner**.

**Insolvency or Financial Failure:** An event causing the cancellation of all or part of **your trip** happening after **you** purchased this insurance which results in the **scheduled airline** no longer carrying on its business or service as a result of financial failure within the meaning of the Insolvency Act 1986 or any statutory modification or re-enactment thereof or a similar legal action in consequence of debt under the jurisdiction of a competent court in another country.

**Insured person:** Any person named on the **certificate of insurance** for whom the appropriate premium has been paid.

**Loss of limb:** Total loss of use by physical severance at or above the wrist or ankle.

**Loss of sight:** 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 working at heights of over two metres (nursing and bar-work are not considered to be **manual work**).

**Medical condition:** Any medical or psychological disease, sickness, condition, illness or injury.

**Medical practitioner:** A doctor or specialist who is legally qualified, licensed and registered to practice medicine under the laws of the country in which

they practice, excluding **you**, **your** travel companion, a member of **your close relative**, or **your** employee.

**Money:** Cash, postal and **money** orders, travellers' cheques held by **you** for social, domestic and pleasure purposes.

**Outward journey:** The initial journey in conjunction with **your trip** from **your home** in **your home country**.

**Permanent total disablement:** A 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 **your home** in **your home country** to start **your trip** and ends when **you** have returned to **your home** in **your home country**. Cancellation cover for a Single Trip policy starts when **you** purchase this insurance or when **you** book **your trip**, whichever is the later. Cancellation cover for Annual Multi-trip policy will not commence until the start date shown on **your certificate of insurance** even if the premium has been paid earlier.

**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**.

**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 or any cancerous condition.

**Public transport:** Airline, train, bus, coach, or ferry services, operating to a published timetable on which **you** are a fare-paying passenger or a tour operator's own transport service, or taxi, to join **your** booked travel itinerary.

**Ski equipment:** Skis (including bindings), ski boots, ski poles and snowboards.

**Strike or industrial action:** Organised action taken by a group of workers which prevents the supply of goods and/or services on which **your trip** depends.

**Trip:** A journey starting and ending in **your home country** within the geographical area specified on **your certificate of insurance** during the **period of insurance**.

**United Kingdom:** England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man except under Geographical Limits where Channel Islands and the Isle of Man are considered to be part of Europe.

**Unattended:** When **you** cannot see and are not close enough to **your** property to prevent unauthorised interference or theft of **your** property unless left in a safety-deposit facility.

**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 and any computer equipment (including software), furs, or leather clothing (apart from footwear).

**You/Your:** Each **insured person** named in the **certificate of insurance**.

**We/Us/Our:** The relevant insurer under each section of this policy.

## YOUR COVER

There are conditions and exclusions which apply to individual sections of the policy and general conditions, exclusions and warranties which apply to the whole policy. Please refer to the relevant section and read in conjunction with the General Conditions and General Exclusions.

## TRAVEL COVER

### CANCELLATION AND CURTAILMENT

#### What you are covered for

**We** will pay **you** up to the amount shown in the summary of cover for the unused portion of **your** travel and accommodation costs that **you** have paid or contracted to pay and **you** suffer a financial loss because **you** cannot get a full refund if **you** cancel before the start of **your trip** or cut **your trip** short and return **home** early during the **period of insurance** because of the following:

1. the death, **bodily injury**, illness or being subject to quarantine of **you**, a **close relative** or any person **you** have arranged to travel or stay with during **your trip**; or
2. **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
3. **your** redundancy, provided that **you** were working at **your** current place of employment for a minimum of 2 years and that **you** were not aware of any impending redundancy at the time this policy was issued or the **trip** was booked; or
4. **your home** being made uninhabitable due to accidental damage, burglary, flooding or fire;

- the police requesting **your** presence following burglary or attempted burglary at **your home**; or
- your** passport, or the passport of any person **you** were intending to travel with, being stolen during the 7 days before the start date of **your** booked **trip**; or
- you**, 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 being ordered to return to duty.

#### What you are NOT covered for

- the **excess** shown in the summary of cover;
- claims where **you** have failed to obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is necessary;
- normal pregnancy, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
- claims arising directly or indirectly from any **pre-existing medical conditions** unless they have been declared and accepted by **us** in writing for cover;
- any claims arising directly or indirectly from any **medical condition** affecting a non-travelling relative if;
  - a terminal diagnosis had been received; 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; or if during the 90 days immediately prior to the start of the **period of insurance** they had:
    - required surgery, inpatient treatment or hospital consultations; or
    - required any form of treatment or prescribed medication.
- any extra charges from the company **you** booked with because of **your** failure to notify them immediately it was found necessary to cancel;
- claims arising from prohibitive regulations by the government of any country;
- theft of a passport which has not been reported immediately to the relevant authority;
- travel tickets paid for using any airline mileage reward scheme or other reward points scheme;
- accommodation costs paid for using any timeshare, holiday property bond or other reward points scheme;
- any costs incurred by **you** which are recoverable from a tour operator, **public transport** operator, accommodation provider, **holiday services** provider or any other source, or for which **you** receive or are expected to receive compensation or other assistance;
- any circumstance that could reasonably be anticipated at the time **you** booked **your trip**;
- disinclination to travel or continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under 'What you are covered for';
- your** being self-employed or accepting voluntary redundancy;
- any claim resulting from **your** failure to obtain a valid passport and any required visa in time for the booked **trip**;
- anything mentioned in the General Exclusions.

### EMERGENCY MEDICAL AND REPATRIATION EXPENSES

#### What you are covered for

If, during **your trip**, **you** become ill or sustain a **bodily injury** **we** will pay up to the amount shown in the summary of cover for costs incurred outside **your home country** that have been authorised by the emergency assistance company for:

- emergency medical and surgical treatment in the nearest appropriate hospital, including **medical practitioner** fees, hospital expenses and ambulance costs;
- dental treatment for the relief of pain or difficulty eating only;
- reasonable and necessary additional accommodation (room only) and travelling expenses, including those of one relative or friend if **you** have to be accompanied **home** or if **you** are a child (under the age of 18) and require an escort **home**;

In the event of **your** death **we** will pay for:

- the return of **your** body or ashes to **your home country** (but excluding the cost of burial or cremation); or
- for local funeral expenses abroad.

#### **SPECIAL CONDITIONS**

This is not a private health insurance policy. **We** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available and **we** reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

If **you** are taken into hospital or **you** think that **you** may have to **curtail** or extend **your trip** because of illness or a **bodily injury**, the emergency assistance company must be told immediately (see important contact numbers). **You** must contact **us** before incurring costs. Costs above £500 not authorised by **us** will not be covered. If **you** are physically unable to contact **us**, someone else must contact **us** on **your** behalf within 48 hours.

For travel to the United States of America **we** will only pay for reasonable and

necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

If **you** become ill or sustain a **bodily injury** **we** have the right to bring **you** back to **your home country**, if the emergency assistance company **medical practitioner** states that **you** can safely travel. If **you** refuse to return **home**, no further costs will be covered.

#### What you are NOT covered for

- the **excess** shown in the summary of cover;
- costs in excess of £500 which have not been authorised by **us** in advance;
- any treatment, investigations or tests in a private hospital or private clinic unless authorised and agreed by **us**;
- treatment which takes place within **your home country**;
- claims arising directly or indirectly from any **pre-existing medical conditions** unless they have been declared and accepted by **us** in writing for cover;
- any sums which can be recovered by **you** and which are covered under any National Insurance Scheme, Reciprocal Health Arrangement or Private Health Insurance;
- normal pregnancy and/or childbirth, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
- costs incurred for:
  - surgery or medical treatment which in the opinion of the attending **medical practitioner** and the emergency assistance company **medical practitioner** can be reasonably delayed until **your** return to **your home country**;
  - medication and/or treatment which at the time of departure is known to be required or to be continued outside **your home country**;
  - preventative treatment which can reasonably be delayed until **your** return to **your home country**;
- claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
- the cost of any elective (non-emergency) treatment or surgery, including exploratory tests;
- the cost of any treatment not directly related to the illness or **bodily injury** which necessitated **your** admittance into hospital;
- any additional hospital costs arising from single or private room accommodation unless medically necessary;
- expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
- costs that arise more than 12 months after a claim was first notified;
- any claim arising directly or indirectly from **your** participation in any sports or activities not listed under the sports and activities tables or which **you** have not paid the appropriate premium for;
- anything mentioned in the General Exclusions.

### HOSPITAL BENEFIT

#### What you are covered for

**We** will pay **you** up to the amount shown in the summary of cover should **you** suffer a **bodily injury** or illness during the **period of insurance**, for each full 24 hours that **you** spend as an inpatient in a hospital outside of **your home country**.

#### What you are NOT covered for

- the **excess** shown in the summary of cover;
- treatment which takes place within **your home country**;
- claims arising directly or indirectly from any **pre-existing medical conditions** unless they have been declared to **us** and accepted by **us** in writing for cover;
- normal pregnancy and/or childbirth, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
- claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
- hospitalisation for any elective (non-emergency) treatment or surgery, including exploratory tests;
- hospitalisation for any treatment not directly related to the **medical condition** or **bodily injury** which necessitated **your** initial admittance into hospital;
- hospitalisation as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
- anything mentioned in the General Exclusions.

### PERSONAL POSSESSIONS AND BAGGAGE

#### What you are covered for

- We** will pay up to the amount shown in the summary of cover for the value or cost of repair of any of **your** own **personal possessions** (not hired,

loaned or entrusted to **you**) which are lost, stolen, damaged or destroyed (after making allowance for wear and tear and depreciation).

2. **We** will pay up to the amount shown in the summary of cover for the cost of buying replacement necessities if **your** baggage is delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier to confirm this.

### SPECIAL CONDITIONS

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.

Receipts will be necessary in the event of a claim.

Within 24 hours of the discovery of the incident **you** must report loss, theft or damage of **personal possessions** to the police or carrier as appropriate. Delayed baggage or **personal possessions** damaged in transit must be reported to the airline before leaving the baggage hall and a Property Irregularity Report (PIR) obtained.

Any amount **we** pay **you** under item 2 will be deducted from **your** claim if **your** baggage proves to be permanently lost and **you** make a claim for lost baggage.

#### What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. **you** not exercising reasonable care for the safety and supervision of **your personal possessions**;
3. 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;
4. the loss, damage or delay in transit of **your personal possessions**, if **you** do not notify the carrier (i.e. airline, shipping company, etc.) and obtain a written report within 24 hours of discovery of the damage or loss;
5. loss or theft unless **you** have reported the loss or theft to the nearest police authority within 24 hours of discovery and have obtained a written police report;
6. loss, destruction, damage or theft:
  - a) from confiscation or detention by customs or other officials or authorities;
  - b) of valuables not carried in your hand luggage (i.e. carried on or about your person) while in transit;
7. sports gear whilst in use;
8. bicycles;
9. loss due to wear and tear, denting or scratching, moth or vermin;
10. breakage of fragile or brittle articles being transported by a carrier;
11. **valuables** stolen from an **unattended** vehicle at any time;
12. mobile phones or smart phones;
13. **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 entry;
  - b) an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
14. any depreciation in value;
15. any property more specifically insured or recoverable under any other source;
16. the cost of replacement locks;
17. anything mentioned in the General Exclusions.

## PERSONAL MONEY

#### What you are covered for

**We** will pay **you** up to the amount shown in the summary of cover 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).

#### What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. claims arising from **you** not exercising reasonable care for the safety and supervision of **your money**;
3. loss or theft unless **you** have reported the loss or theft to the nearest police authority within 24 hours of discovery and have obtained a written police report;
4. loss or theft of **your money** left **unattended** in a public place, or a place to which members of the general public have access;
5. **money** stolen from an **unattended** vehicle;
6. any depreciation in value or exchange rates;
7. anything mentioned in the General Exclusions.

## LOSS OF PASSPORT

#### What you are covered for

**We** will pay up to the amount shown in the summary of cover for:

1. the reasonable costs in obtaining a replacement passport or travel document (**you** are not covered for the cost of the document itself) to

enable **you** to return to **your home country** following accidental loss or theft;

2. the reasonable costs in obtaining a replacement driving licence or green card following accidental loss or theft.

#### What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. the cost of the passport, travel document, driving licence or green card;
3. loss due to delay, detention, confiscation, requisition or damage by customs or other officials or authorities;
4. loss or theft unless **you** have reported the loss or theft to the nearest police authority within 24 hours of discovery and have obtained a written police report;
5. loss of or theft from an **unattended** vehicle;
6. anything mentioned in the General Exclusions.

## TRAVEL DELAY ON YOUR OUTWARD JOURNEY

This section does not apply to **trips** within **your home country** and only applies to delays on **your outward journey**.

#### What you are covered for

### AIRPORT LOUNGE ACCESS

If the flight on which **you** are booked to travel is delayed by at least four hours as a result of:

1. **strike or industrial action** provided that when this policy was taken out, there was no reasonable expectation that the **trip** would be delayed;
2. adverse weather conditions;
3. mechanical breakdown or technical fault of the aircraft.

**We** will provide access to an airport lounge, where available. Lounge access will become available on the announcement of a minimum four-hour delay, not, for example, two consecutive two-hour delays.

**You** must have access to a mobile device so that **you** can receive an SMS message in order to gain access to the lounge.

To take advantage of this benefit **you** will need to call the 24-hour access phone number: +44 (0)1689 892252

**You** will need to quote **your** policy number and flight details. If **your** claim is valid **you** will then be sent an SMS message which will give **you** access to an airport lounge for the duration of **your** delay.

There may be occasions when this benefit is unavailable:

- If the lounge is closed when the delay occurs - during the night, for instance.
- If the lounge is at full capacity.
- If **you** or another **insured person** fail to meet the lounge terms and conditions such as dress code or minimum age.

### TRAVEL DELAY BENEFIT

If **you** chose not to, or are unable to take advantage of airport lounge access, **we** will pay **you**:

1. up to the amount shown in the summary of cover if the international departure of the **public transport** on which **you** are booked to travel is delayed by at least 12 hours; or
2. up to the amount shown under the Cancellation section of this policy in the summary of cover if **you** abandon the **trip** after a delay to **your** outward flight, sea crossing, coach or train departure from **your home country** of more than 12 hours beyond the booked departure time;

as a result of:

- a) **strike or industrial action** provided that when this policy was taken out, 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.

#### What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. any claim if **you** have not checked in before the recommended check-in time;
3. any claim if **you** have not obtained written confirmation from the carrier stating the duration and the cause of the delay;
4. any claims arising from withdrawal from service of the **public transport** on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
5. anything mentioned in the General Exclusions.

## MISSED DEPARTURE ON YOUR OUTWARD JOURNEY

This section does not apply to **trips** within **your home country**.

#### What you are covered for

**We** will pay up to the amount shown in the summary of cover for necessary and reasonable travel and accommodation expenses required to reach **your** booked destination, if **you** miss **your** booked departure due to:



1. the vehicle **you** are travelling in to reach **your** international departure point breaking down or being involved in an accident; or
2. the **public transport you** are using to reach **your** international departure point being delayed, resulting in **you** arriving too late to commence **your** booked **trip**.

#### **What you are NOT covered for**

1. the **excess** shown in the summary of cover;
2. claims where **you** have not allowed sufficient time to get to **your** international departure point to catch the booked **public transport**;
3. the **public transport** provider's failure unless **you** get a letter from the provider confirming that the service did not run on time;
4. the accident or breakdown of **your** vehicle unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
5. breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
6. any delay caused by a riot, civil commotion, **strike or industrial action** which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued;
7. anything mentioned in the General Exclusions.

### PERSONAL ACCIDENT

#### **What you are covered for**

**We** will pay up to the amount shown in the summary of cover if **you** suffer an accidental **bodily injury** during the **trip**, which within 12 months is the sole and direct cause of:

1. death;
2. **loss of limb**;
3. total and permanent **loss of sight** in one or both eyes; or
4. **permanent total disablement**.

#### **SPECIAL CONDITIONS**

For persons over 75 at the time of the accident the death benefit will be limited to £1,500 and there will be no cover for **permanent total disablement**.

#### **What you are NOT covered for**

1. any claims arising directly or indirectly from sickness, illness or disease;
2. any injury not caused solely by outward, visible, external means;
3. mental or psychological trauma not involving **your bodily injury**;
4. any claim arising directly or indirectly from **your** pregnancy;
5. any claims under this section not notified to **us** within 12 months of the date of the accident;
6. anything mentioned in the General Exclusions.

### PERSONAL LIABILITY

#### **What you are covered for**

**We** will pay up to amount shown in the summary of cover (inclusive of legal costs and expenses) if, during the **trip**, **you** become legally liable to pay damages in respect of:

1. accidental **bodily injury**, including death, illness and disease to a person; and/or
2. accidental loss of or damage to property.

#### **SPECIAL CONDITIONS**

**You** or **your** legal representatives must give **us** written notice immediately **you** receive notice of any prosecution or inquest in connection with any circumstances which may give rise to a claim under this section.

No admission, offer, promise, payment or indemnity should be made by or **your** behalf without **our** prior written consent.

Every document issued to **you** must be forwarded to **us** immediately upon receipt.

**We** are 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.

**We** may at any time pay 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** will have no further liability for **your** claim.

#### **What you are NOT covered for**

1. claims arising from accidental death of or physical injury to **you** or **your close relative**;
2. any liability resulting from **your** employment, trade, profession, business or that of **your close relative**;
3. **your** responsibility as an employer to anyone employed by **you** or **your close relative** in any trade, business or profession;
4. any agreement or contract which adds any liability which would not have existed otherwise;
5. any liability arising from **you** or **your close relative** owning or using

aircraft, horse-drawn vehicles, motorised or mechanically propelled, assisted vehicles or towed vehicles, boats (other than rowing boats, punts), jet skis, jet bikes or wet bikes, animals (other than horses, domestic dogs or cats), firearms;

6. any liability resulting from wilful or malicious acts by **you**;
7. accidental injury or loss which has not been caused by **you**;
8. any claim for personal liability which is covered by any other insurance held by **you**;
9. any claims arising from the occupation, except temporarily for the purposes of the **trip**, or ownership of any land or building;
10. any claim if **you** engage in any activity where this policy states that Personal Liability cover is excluded;
11. anything mentioned in the General Exclusions.

### LEGAL EXPENSES

#### **What you are covered for**

**We** will pay up to the amount shown in the summary of cover for **legal expenses** to bring a claim for damages or compensation against a third party, if **you** suffer an incident that results in **bodily injury**, death or illness caused by a third party during the **trip**.

The following words and expressions used in this section of the policy shall mean the following wherever they appear in bold:

#### **Legal Expenses:**

- a) fees, expenses and other costs reasonably incurred (as determined by **our legal representative**) by a **legal representative** to pursue a claim or legal proceedings for damages and/or compensation against a third party who has caused **your bodily injury**, death or illness.
- b) 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:**

The solicitor or other suitably qualified person appointed by **us** in accordance with this section of the policy.

#### **SPECIAL CONDITIONS**

1. 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 representative**) grounds for pursuing the claim or legal proceedings; and
  - b) in the opinion of **our legal representative** the prospects of success and of recovering damages/enforcing a judgment is at least 51%.
2. 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.
3. If **you** are successful in any action, any **legal expenses** provided by **us** must be reimbursed to **us**.
4. **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. Any such settlement will be full and final in respect to the claim.
6. **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.
7. Only the costs incurred by a **legal representative** approved or appointed by **us** will be covered.
8. **We** shall have complete control over the legal proceedings through **legal representatives we** nominate up to the point where proceedings are issued at which point **you** are free to nominate a suitably qualified person, although **we** do not have to accept them.
9. Any **legal representative** will be appointed by **us** to represent **you** according to **our** standard terms, which may include a Conditional Fee Agreement or a Contingency Fee Agreement.
10. **You** must cooperate fully with **us** and the **legal representative** and follow their advice and provide any information and assistance required by them within a reasonable timescale.
11. **We** will have direct contact with the **legal representative** and **you** must authorise them to disclose any information or documentation **we** may ask for.
12. If **we** ask, **you** must have any legal costs taxed, assessed or audited.

#### **What you are NOT covered for**

1. the **excess** as shown in the summary of cover;
2. any claim **we** or **our legal representatives** believe is not likely to be successful or if **we** think the costs of taking action will be more than any award or the prospects of success and of recovering damages/enforcing a judgment is likely to be less than 51%;
3. any claim reported to **us** more than 3 months after incident which led to the claim;



4. **legal expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **you**;
5. **legal expenses** incurred before receiving **our** prior written approval;
6. **legal expenses** incurred in connection with any criminal or wilful act committed by **you**;
7. **legal expenses** incurred for any claim or legal proceedings brought against:
  - a) a travel agent, tour operator, carrier, insurer or their agent;
  - b) a holiday accommodation provider;
  - c) **us**, **you**, or any company or person involved in arranging this policy;
  - d) any person named on this policy;
8. fines, compensation or other penalties imposed by a court or other authority;
9. **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 **our legal representative** to be reasonable or **you** not accepting an offer from **us** to settle a claim;
10. **legal expenses** which **we** consider to be unreasonable or excessive or unreasonably incurred (as determined by **our legal representative**);
11. **legal expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.
12. any claim relating to:
  - a) an illness which gradually develops and is not caused by a specific or sudden event;
  - b) the driving of a motor vehicle for which **you** had no valid insurance;
  - c) judicial review or coroner's inquest;
  - d) defending **your** legal rights, except for the defence of any counterclaim.
13. any claim where **legal expenses** are based directly or indirectly on the amount of compensation awarded and specifically which is capable of being pursued under a Contingency Fee Agreement;
14. **legal expenses** incurred in any claim which is capable of being pursued under a Conditional Fee Agreement;
15. **legal expenses** incurred if an action is brought in more than one country;
16. anything mentioned in the General Exclusions.

## SPORTS AND ACTIVITIES COVER

**You are not covered for taking part in any sports or activities unless they are listed below.**

Cover for the following activities is included providing it is not the main purpose of **your trip**, and is for recreational or amateur purposes only during **your trip**. When participating in **your** activity **you** must ensure that it is adequately supervised and appropriate safety equipment is worn/used at all times.

Activity	Category	Conditions
Aerobics	A	
Archery	A	
Badminton	A	
Basketball	A	
Bowls	A	
Cricket	A	
Cycling	A	No Tours. No Personal Liability cover
Fell walking, rambling & trekking	A	Up to 2,000 metres altitude
Fishing	A	
Football	A	
Golf	A	
Hiking	A	Up to 2,000 metres altitude
Ice-skating	A	Rink only
Racket ball	A	
Rafting, kayaking and canoeing	A	No white water
Rambling	A	
Roller skating	A	
Rounders	A	
Scuba Diving	A	To a depth of 18 metres
Skateboarding	A	
Snooker, pool and billiards	A	
Snorkelling	A	
Squash	A	
Surfing	A	No Personal Liability cover
Swimming	A	Must be undertaken in a pool, inland waters or coastal waters within a 12 mile limit from land
Table tennis	A	
Tennis	A	

Activity	Category	Conditions
Volleyball	A	
Water polo	A	
Water skiing	A	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover
Windsurfing	A	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover
Yachting, boating, sailing and rowing	A	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover

SCUBA diving to a maximum depth of 18 metres will be covered provided that **you** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **you** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C. codes of good practice; are not solo/ cave/wreck diving; are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any **medical condition** likely to impair **your** fitness to dive.

## OPTIONAL ADDITIONAL COVER TO SECTION A

The following sections are only applicable if **you** have paid the appropriate additional premium. Any optional additional cover will be shown on **your certificate of insurance**.

## OPTIONAL WINTER SPORTS COVER

**If you are an Annual Multi-trip policy holder, you are entitled to 21 days, 24 days or 31 days winter sports cover if you have paid the appropriate additional premium.**

**If you are a Single trip policy holder this upgrade will be shown on your certificate of insurance.**

This policy excludes participating in or practising for certain winter sports and activities. Please ensure that the activity **you** are doing is covered.

This policy will cover <b>you</b> when <b>you</b> are engaging in the following winter sports on a non-competitive and non-professional basis during <b>your trip</b> when <b>you</b> have paid the additional winter sports premium:	
Cat skiing (with guides)	Snow blading (no jumping tricks)
Cross country skiing	Snow bobbing
Glacier skiing	Snow scooting
Ice hockey	Snow shoe walking
Langlauf (cross country skiing)	Snow shoeing
Monoskiing (not for time trials/speed skiing or racing)	Snow tubing
Skiing on piste	Snow blading
Skiing or snowboarding off piste (within local ski patrol guidelines)	Snow boarding on piste
Sledging/tobogganing	

The following activities will be covered but there will be no cover in respect of any Personal Accident or Personal Liability claims:	
Kite snowboarding	Snow carting
Snow go karting	Snowmobiling
Skidoo	Snowmobile safari

Even if the appropriate winter sports premium has been paid, the following activities will remain excluded:	
Aerial skiing	Ski or ski bob
Air boarding	Ski race training
Biathlon	Ski racing
Bobsleigh	Ski randonee
Freestyle skiing	Ski stunting
Heli skiing or heli boarding	Ski touring
Ice climbing	Ski yawing
Ice diving	Skiing/snowboarding off piste (outside local ski patrol guidelines/ outside recognised and authorised areas)
Ice fishing by snowmobile	
Ice holing	
Ice marathon	
Ice speedway	Snow biking
Nordic skiing	Snow cat driving
Paraskiing	Snow kiting
Ski acrobatics/aerials	Snow parascending
Ski jumping	Tandem skiing
Ski mountaineering	Use of skeletons

**You** are not covered when engaging in organised competitions or when skiing against local authority warning or advice.

If **you** are undertaking a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call **our** Travel Helpline as quoted on **your certificate of insurance**.

Benefits under the sections of cover already described are extended to cover winter sports. Please note that all terms, conditions and exclusions (except where these are amended under this upgrade) continue to apply for all sections in respect of winter sports.

## WINTER SPORTS CANCELLATION OR CURTAILMENT

### What you are covered for

If **you** have a valid claim under the Cancellation and **Curtailed** section, in addition to the benefits shown under that section **we** will pay up to the amount shown in the summary of cover for the cost of deposits **you** cannot recover, or payments **you** have made (or contracted to pay) for unused ski pass or ski school fees.

### What you are NOT covered for

- anything mentioned in the exclusions relating to the Cancellation or **Curtailed** section;
- anything mentioned in General Exclusions.

## SKIS, SKI EQUIPMENT & SKI PASS

### What you are covered for

In addition to the **Personal Possessions** and Baggage section **we** will pay up to the amount shown in the summary of cover if:

- ski equipment** belonging to or hired by **you** is damaged, stolen, destroyed or lost in the course of a **trip**;
- your** ski pass that **you** are carrying on **your** person or have left in a safety box is lost, stolen, or damaged in the course of a **trip**.

### SPECIAL CONDITIONS

**Ski equipment** is covered against damage or loss whilst in use, if being used correctly. Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle.

**You** must take reasonable care of **your ski equipment** and ski pass and must not leave them **unattended** at any time in a place to which the public has access.

### What you are NOT covered for

- anything mentioned in the exclusions relating to the **Personal Possessions** and Baggage section;
- anything mentioned in the General Exclusions.

## PISTE CLOSURE

### What you are covered for

If during a **trip you** are prevented from skiing at the pre-booked resort for more than 24 consecutive hours, because adverse weather conditions cause a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers) **we** will pay up to the amount shown in the summary of cover:

- for all reasonable travel costs and lift pass charges **you** have to pay to travel to and from a similar area to ski; or
- as a cash benefit payable if no suitable alternative skiing is available.

### What you are NOT covered for

- trips** in the Northern Hemisphere outside the period commencing 1st December and ending 31st March;
- trips** in the Southern Hemisphere outside the period commencing 1st May and ending 30th September;
- anything mentioned in the General Exclusions.

## AVALANCHE OR LANDSLIDE

### What you are covered for

If, following avalanches or landslides, access to and from the ski resort is blocked or scheduled **public transport** services are cancelled or **curtailed we** will pay up to the amount shown in the summary of cover for reasonable extra accommodation and travel expenses to enable **you** to reach an alternative site. Evidence of limited access will be required.

### What you are NOT covered for

Anything mentioned in the General Exclusions.

## SKI HIRE

### What you are covered for

If **your ski equipment** is delayed on the **outward journey** of a **trip** for more than 12 hours, then **we** will pay **you** up to the amount shown in the summary of cover for hire of equivalent replacement **ski equipment**.

### What you are NOT covered for

- the loss, damage or delay in transit of **your ski equipment** if **you** do not notify the carrier within 24 hours and obtain a Property Irregularity Report (PIR) or other report confirming the delay;
- anything mentioned in the General Exclusions.

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.
- 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.
- You** must take all reasonable steps to recover any lost or stolen article.
- You** must take all reasonable steps to avoid or minimise any loss or damage likely to give rise to a claim under this policy. **You** must act as if **you** are not insured.
- We** will make every effort to provide all services stated in this document. Remote geographical locations or unforeseeable adverse local conditions may affect normal service.
- We** may at any time pay **our** full liability under this policy after which **we** will have no further liability.
- If any claim is found to be fraudulent in any way this policy will not apply and all claims related or subsequent to the fraud will not be paid.
- Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

## 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 drugs (unless prescribed by a doctor) or alcohol, alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **you** are trying to save someone's life);
- you** climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or sitting, planking, balconing, owling or lying on any external part of any building, or climbing or moving from any external part of any building to another (apart from stairs, ramps or walkways) and falling regardless of the height, unless **your** life is in danger or **you** are attempting to save human life;
- you** fighting, except in self-defence;
- air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- consequential loss of any kind unless specifically provided for within this policy (for example, but not limited to, 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:
  - ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel or;
  - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- loss or damage arising from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
- any **act of terrorism** (this exclusion does not apply to Emergency Medical and Repatriation Expenses or Personal Accident claims);
- you** riding on a motorcycle with an engine capacity in excess of 250cc or of any engine size if **you** fail to wear a crash helmet;
- you** riding on a quad bike;
- you** driving a motor vehicle or riding a motorcycle without an appropriate licence or when not insured under a motor insurance policy;
- any sports or activities not listed under the sports and activities tables or which **you** have not paid the appropriate premium for;
- winter sports of any kind (unless the appropriate premium has been paid);
- any payment which **you** would normally have made during **your** travels, if nothing had gone wrong (for example, meals);
- 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 against all, or all but essential travel;
- claims arising from **your** wilful, malicious or unlawful acts;

18. a **pre-existing medical condition** not declared to and accepted by **us** in writing;
19. **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;
20. circumstances which **you** knew about before **you** purchased this insurance or at the time of booking **your trip** (whichever is the earlier) which could result in a claim;
21. **your** failure to meet the eligibility criteria under this policy.