



**Travel Insurance Policy Wording** 



# Welcome to your travel insurance policy

Thank you for choosing Leisure Guard, we are delighted to protect you on your holiday.

**We** hope **you** have all the information **you** need from **us** but if **you** do need anything else, please call **our** Customer Service Team on the number below. **We** are here to help **you** should **you** need **us**.

#### **Essential Information**

To ensure that **your** policy meets **your** requirements, read this Policy Wording and **your** Policy Certificate carefully. It is important that **you** understand the extent of **your** cover, what is included, and what is not.

This document includes different levels of cover, some of which are optional and only apply when **you** have chosen them and paid the additional premium.

On page 4 you can find information about your cancellation rights and the cooling off period.

In case **you** require medical assistance or need to make a claim, please take this document with **you** when **you** travel.

If you have any questions about your selected cover, please call our Customer Service Team on the number below. To ensure you are accurately covered, it's important that you call us immediately if you need to make a change.

# Telephone numbers you may need

Medical Emergency Assistance 0204 517 9889 / +44 (0) 204 517 9889

24 hours a day, 7 days a week

**Claims Team 0204 517 9889** 

Monday - Friday: 09:00 - 17:00

**Gadget Claims 0330 053 1836** 

Monday - Saturday: 08:00 - 17:30



**Call our Customer Service Team** 

**General Enquiries** 

01293 855 960

**Medical Screening** 

01293 855 960

Monday - Friday: 08:30 - 18:00

Saturday: 09:00 - 17:00

Sunday and Bank Holidays: Closed

# **Contents**

| Section   | Page<br>Number |
|---|----------------|
| Table of Benefits                                       | 1              |
| Useful Information                                      | 4              |
| Claims notification                                     | 4              |
| Making yourself heard                                   | 4              |
| Financial Services Compensation Scheme (FSCS)           | 4              |
| Cancellation Period                                     | 4              |
| Changing your policy                                    | 4              |
| COVID Scenarios   | 5              |
| About your policy wording                               | 6              |
| The Insurance Contract                                  | 6              |
| Introduction  | 6              |
| Words with special meanings                             | 7              |
| About your insurance contract                           | 12             |
| Reciprocal Health Agreements                            | 14             |
| Pre-existing medical conditions                         | 14             |
| Sports and other activities                             | 15             |
| Important conditions relating to your policy            | 17             |
| Important Telephone Numbers                             | 18             |
| Making a claim  | 18             |
| Exclusions and conditions                               | 21             |
| General exclusions applying to your policy              | 22             |
| Your Cover  | 24             |
| Section 1 - Cancelling or cutting short a trip          | 24             |
| Section 2 - Medical emergency and repatriation expenses | 27             |
| Section 3 - Disruption or delay to travel plans         | 29             |
| Section 4 - Personal belongings and money               | 31             |
| Section 5 - Legal and liability                         | 32             |
| Section 6 - Personal accident                           | 35             |
| Section 7 - Winter sports                               | 36             |
| Section 8 - Cruise cover                                | 37             |
| Section 9 - Gadget cover                                | 38             |
| Complaints Procedure                                    | 44             |
| Data Protection Notice and Fraud                        | 45             |

# **Table of Benefits**

| Section   | We will pay you up to (per trip) |              |             |  |  |  |  |
|---|----------------------------------|--------------|-------------|--|--|--|--|
|   | Flexi Bronze                     | Flexi Silver | Flexi Gold  |  |  |  |  |
| <b>Excess</b> for all sections excluding Section 5 - Legal and Liability, Section 8 - Cruise Cover and Section 9 - Gadget Cover ¥ | £100                             | £75          | £50         |  |  |  |  |
| Section 1 - Cancellation or Cutting Short your  | Trip                             |              |             |  |  |  |  |
| Cancellation or Cutting Short your Trip   | £1,500                           | £2,500       | £5,000      |  |  |  |  |
| Please note: the excess for any loss of deposit claim is different to the usual policy excess                                     | £10 excess                       | £10 excess   | £10 excess  |  |  |  |  |
| Section 2 - Medical Emergency and Repatriati  | on Expenses                      |              |             |  |  |  |  |
| Medical Emergency and Repatriation Expenses   | £2,000,000                       | £5,000,000   | £10,000,000 |  |  |  |  |
| Emergency Dental  | £250                             | £250         | £250        |  |  |  |  |
| Hospital Benefit (per 24 hours) *   | N/A                              | N/A          | £25         |  |  |  |  |
| Hospital Benefit (total) *  | N/A                              | N/A          | £1,000      |  |  |  |  |
| Mugging Benefit (per 24 hours) *  | £20                              | £20          | £40         |  |  |  |  |
| Mugging Benefit (total) *   | £200                             | £200         | £400        |  |  |  |  |
| Section 3 - Disruption or Delay to Travel Plans   |                                  |              |             |  |  |  |  |
| Missed Departure *  | £500                             | £750         | £1,000      |  |  |  |  |
| Travel Delay Benefit (per 12 hours) *   | £10                              | £15          | £20         |  |  |  |  |
| Travel Delay Benefit (total) *  | £100                             | £150         | £300        |  |  |  |  |
| Pet Care (per 24 hours) *   | £15                              | £15          | £25         |  |  |  |  |
| Pet Care (total) *  | £100                             | £100         | £150        |  |  |  |  |
| Hijack (per 24 hours) *   | N/A                              | N/A          | £100        |  |  |  |  |
| Hijack (total) *  | N/A                              | N/A          | £1,000      |  |  |  |  |
| Section 4 - Personal Belongings and Money   |                                  |              |             |  |  |  |  |
| Baggage **  | £750                             | £1,000       | £2,000      |  |  |  |  |
| Single article limit  | £150                             | £150         | £250        |  |  |  |  |
| Valuables **  | £150                             | £150         | £250        |  |  |  |  |
| Delayed <b>baggage</b> (per 24 hours) *   | £50                              | £50          | £50         |  |  |  |  |
| Delayed <b>baggage</b> (total) *  | £150                             | £150         | £150        |  |  |  |  |
| Cash  | £200                             | £250         | £350        |  |  |  |  |
| Cash (under 18)   | £75                              | £75          | £75         |  |  |  |  |
| Loss of Important documents   | £150                             | £150         | £200        |  |  |  |  |
| Please note: the excess for any cash claim is different to the usual policy excess  | £30 excess                       | £30 excess   | £30 excess  |  |  |  |  |

| Section  | We will pay you up to (per trip) |                               |                            |  |  |  |
|--|----------------------------------|-------------------------------|----------------------------|--|--|--|
|  | Flexi Bronze                     | Flexi Silver                  | Flexi Gold                 |  |  |  |
| Section 5 - Legal and Liability (please note the   | e limits under Section           | on 5 are per policy,          | not per person)            |  |  |  |
| Legal expenses and assistance *  | £25,000                          | £25,000                       | £25,000                    |  |  |  |
| Personal Liability   | £1,000,000                       | £2,000,000                    | £2,000,000                 |  |  |  |
| Please note: the excess for any Personal Liability claim is different to the usual policy excess | £200 excess                      | £200 excess                   | £200 excess                |  |  |  |
| Section 6 - Personal Accident  |                                  |                               |                            |  |  |  |
| Death (aged 17 or under) *   | £2,500                           | £2,500                        | £2,500                     |  |  |  |
| Death (aged 18 – 65) *   | £10,000                          | £10,000                       | £10,000                    |  |  |  |
| Death (aged 66 or over) *  | £2,500                           | £2,500                        | £2,500                     |  |  |  |
| Loss of Limbs and/or Loss of Sight *   | £10,000                          | £15,000                       | £25,000                    |  |  |  |
| Permanent Total Disablement (aged 65 or under) *   | £10,000                          | £15,000                       | £25,000                    |  |  |  |
| Permanent Total Disablement (aged 66 or over) *  | £2,500                           | £2,500                        | £2,500                     |  |  |  |
| Section 7 – Winter Sports  |                                  |                               |                            |  |  |  |
| Please note: This section is optional, if you have p   | ourchased this cover             | it will be shown on <b>yo</b> | <b>ur</b> policy schedule. |  |  |  |
| Ski equipment  | £1,000                           | £1,000                        | £2,000                     |  |  |  |
| Ski equipment hire (per 24 hours) *  | £20                              | £20                           | £20                        |  |  |  |
| Ski equipment hire (total) *   | £200                             | £200                          | £200                       |  |  |  |
| Ski pack (per 24 hours) *  | £75                              | £75                           | £75                        |  |  |  |
| Ski pack (total) *   | £300                             | £300                          | £300                       |  |  |  |
| Piste closure (per 24 hours) *   | £20                              | £20                           | £20                        |  |  |  |
| Piste closure (total) *  | £240                             | £240                          | £240                       |  |  |  |
| Avalanche and Landslide cover (per 24 hours) *   | £20                              | £20                           | £20                        |  |  |  |
| Avalanche and Landslide cover (total) *  | £240                             | £240                          | £240                       |  |  |  |
| Section 8 – Cruise Cover   |                                  |                               |                            |  |  |  |
| Please note: This section is optional, if you have p   | ourchased this cover             | it will be shown on <b>yo</b> | ur policy schedule.        |  |  |  |
| Missed port departure  | £1,000                           | £1,000                        | £1,000                     |  |  |  |
| Missed port (per port)*  | £100                             | £100                          | £100                       |  |  |  |
| Missed port (total)*   | £500                             | £500                          | £500                       |  |  |  |
| Cabin confinement (per 24 hours)*  | £100                             | £100                          | £100                       |  |  |  |
| Cabin confinement (total)*   | £500                             | £500                          | £500                       |  |  |  |
| Unused excursions  | £300                             | £300                          | £300                       |  |  |  |
| Please note: the excess for any Cruise claim is different to the usual policy excess             | £50 excess                       | £50 excess                    | £50 excess                 |  |  |  |

| Section  | We will pay you up to (per trip)   |               |            |  |  |  |  |  |  |  |
|--|--|---------------|------------|--|--|--|--|--|--|--|
|  | Flexi Bronze   | Flexi Silver  | Flexi Gold |  |  |  |  |  |  |  |
| Section 9 – Gadget Cover   | Section 9 – Gadget Cover   |               |            |  |  |  |  |  |  |  |
| Please note: This section is optional, if you have   | Please note: This section is optional, if you have purchased this cover it will be shown on your policy schedule |               |            |  |  |  |  |  |  |  |
| Gadgets  | £1,000 £2,000 £3,000   |               |            |  |  |  |  |  |  |  |
| Unauthorised calls or data downloads   | £1,000   | £1,000 £2,000 |            |  |  |  |  |  |  |  |
| Please note: the excess for any Gadget Cover claim is different to the usual policy excess and is applicable per insured person and per incident | £50 excess   | £50 excess    | £50 excess |  |  |  |  |  |  |  |

<sup>¥</sup> The **excess** is per person per incident, limited to two **excess** amounts if more than one **insured person** is claiming, per **trip**.

<sup>\*</sup> No **excess** is applicable for sections marked - If you have added the excess waiver to **your** policy this will remove the excess from any claim, this is optional, if **you** have purchased this cover it will be shown on **your** policy schedule.

<sup>\*\*</sup> Claims settled on a new for old basis

# **Useful Information**

#### Claims notification

If you need to make a medical claim -

If you are abroad and you require Emergency medical assistance please call +44 (0) 204 517 9889.

To make a claim for all sections except Section 9 - Gadget cover please call **0204 517 9889** or go online **rock**. **leisureguard.uk.axa.travel**.

To make a claim for Section 9 - Gadget please call: 0330 053 1836 or go online www.eclaimcity.co.uk.

## Making yourself heard

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

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

## **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or call them on 0207 741 4100.

## **Cancellation Period**

You are free to cancel this policy at any time providing you have not travelled and no claim has been made. You can cancel your policy by contacting us on 01293 855 960, or by emailing leisureguard@rockinsurance.com, or writing to us at:

Customer Care Team ROCK Insurance Group Griffen House 135 High Street Crawley, West Sussex RH10 1DQ

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

- **All policies: Full** refund if cancelled within 14 days from purchase or receipt of documents (whichever is later) providing **you** have not travelled, made a claim or intend to make a claim.
- Single Trip policies: 65% refund if cancelled before your trip starts but after 14 days from purchase or receipt of documents (whichever is later) providing **you** have not travelled, made a claim or intend to make a claim
- Annual Multi-trip policies: 6% refund, if cancelled after 14 days from purchase or receipt of documents (whichever is later), per full month remaining, providing you have not made a claim or intend to make a claim.

| Cancelled in month | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11 | 12 |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|
| Months refunded    | 11  | 10  | 9   | 8   | 7   | 6   | 5   | 4   | 3   | 2   | 1  | 0  |
| Refund %           | 66% | 60% | 54% | 48% | 42% | 36% | 30% | 24% | 18% | 12% | 6% | 0% |

# **Changing your policy**

If **you** make a change to the policy, an administration fee of £10 will be due in addition to any premium charged in relation to the change in cover.

The administration fee is non-refundable.

# **COVID Scenarios**

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

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

### **Cancelling due to COVID-19**

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

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

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

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

### **Cutting your trip short**

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

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

Your policy will not cover:

• You wishing to return home early to avoid the need to quarantine.

#### **Emergency medical cover for COVID-19**

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

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

Your policy will not cover:

• If you are travelling against Foreign, Commonwealth & Development Office (FCDO) advice.

# **About your policy wording**

#### The Insurance Contract

If **you** have any queries about **your** cover, **you** can call **us** on the number listed in the Important telephone numbers' section.

Please make sure **you** have **your** policy number when **you** call. **We** want **you** to get the most from **your** policy and to do this **you** should:

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

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

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

The intention of this policy is to cover the entire **trip**. The policy will need to cover the date that **your trip** begins until the date **you** return to the **UK** inclusive.

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

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

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

#### Introduction

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

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

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

The policy schedule is part of the policy.

If you need to make any changes to the details contained in your policy schedule, you should contact us soon as possible. We will then advise if those changes can be made and whether any additional premium is required.

# Words with special meanings

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

Section 5a Legal Expenses and Assistance, Section 6 - Personal Accident and Section 9 - Gadget Cover have unique 'Words with special meanings' which can be found at the beginning of the section.

### Accident(s)/Accidental

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

#### **Baggage**

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

#### Catastrophe

Means any of the following occur meaning you cannot use your booked accommodation:

- fire,
- flood,
- earthquake,
- · explosion,
- · volcanic eruption and/or volcanic ash clouds,
- tsunami,
- · landslide,
- · avalanche,
- · hurricane,
- storm,
- · civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising,
- an outbreak of food poisoning meaning you cannot use your booked accommodation.

#### Close relative

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

#### Cruise

A **trip** involving a sea or river voyage of more than one night, where transport and accommodation is primarily on an ocean/river going passenger ship, liner or cruiser.

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

#### Either:

- a) you cutting short the trip after you leave your home by direct early return to your home.
- b) **You** attending a hospital outside **your home area** as an in-patient or being confined to **your** accommodation abroad due to **personal quarantine**, in either case for a period in excess of 24 hours.

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

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

#### **Excess**

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

For all sections excluding Section 9 - Gadget Cover where a claim is made for the same incident only one **excess** will apply per **insured person** (max 2), per **trip**.

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

### **Gadget**

Cover can be any one of the following items:

- Mobile Phones
- iPhones
- Tablets
- iPads
- E-readers/Kindles
- Sat Navs
- · Handheld Games Consoles
- Portable DVD players
- · Headphones
- Wireless Speakers
- Digital Cameras
- Laptops
- iPods/MP3 Players
- Go Pros
- Smartwatches.

This policy is not suitable for Drones.

#### Home

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

#### Home area

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

#### **Important Documents**

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

#### **Insurance Period**

If Annual Multi-trip cover is selected: cover is provided for the 12-month period as stated in **your** policy schedule. During this period any **trip** not exceeding the maximum trip duration of 31 consecutive days is covered, however, you can extend the duration to 45, 62, or 92 days. Under Annual Multi-trip policies Section 1 - Cancelling or cutting short a trip cover will start from the date stated in the policy schedule or the time of booking any **trip** (whichever is the later date).

If Single Trip cover is selected: cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the policy schedule. Under these policies **you** will be covered under Section 1 - Cancelling or cutting short a trip from the time **you** pay the premium. Maximum **trip** limit available when purchasing or extending a policy are 180 days if **you** are aged 64 and under or 92 days if **you** are aged between 65 and 85.

Cover for all other sections applies for the length of each **trip**. The **insurance period** is automatically extended in the event that **your** return to **your home area** is unavoidably delayed due to an event covered by this policy, providing **you** accept alternatives offered and don't intentionally delay **your** return.

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

#### Insured Person/You/Your

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

#### Insurer

The service provider, arranged by Inter Partner Assistance S.A.

#### Medical condition(s)

Any disease, illness or injury.

#### **Medical practitioner**

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

#### **Package**

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

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

#### **Personal Money**

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

#### Personal quarantine

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

### **Pre-existing medical condition(s)**

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

- Any cancer condition (including leukaemia, non-Hodgkin's lymphoma and any type of skin cancer),
- Any heart-related or blood circulatory condition (including high blood pressure and high cholesterol),
- · Any diabetic condition,
- Any neurological condition (including stroke, brain haemorrhage, multiple sclerosis, epilepsy and dementia),
- Any breathing condition (including asthma, bronchitis and chronic obstructive pulmonary disease),
- · Any renal, kidney or liver condition,

- · Any psychiatric or psychological condition (including anxiety, stress and depression),
- Any chronic condition that can be controlled but not cured (including back pain, Crohn's, diverticular and coeliac disease and ulcerative colitis)

#### And/or

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

#### **Pregnancy Complication**

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

#### **Pre-paid charges**

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

Costs associated with a sport or activity will only be covered providing **your** policy covers **you** for that sport or activity.

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

#### **Public Transport**

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

#### Redundant/Redundancy

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

#### Regional quarantine

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

#### Ski Equipment

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

#### Ski Pack

Ski school fees, lift passes and hired ski equipment.

### **Sports Equipment**

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

#### **Terrorist Action**

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

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

### **Travelling Companion**

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

#### Trip(s)

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

If Single Trip cover is selected: cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed 180 days if **you** are aged 64 and under or 92 days if **you** are aged between 65 and 85. Trips outside of the **UK** must start and end in **your home area**.

If Annual Multi-trip cover is selected: the maximum duration of any one **trip** is up to 31 days, however, you can extend the duration to 45, 62, or 92 days by including the Maximum Trip upgrade. If any **trip** exceeds **your** maximum number of days there is no cover under this policy for any additional days. Where you have selected an Annual Multi-trip policy **your** policy is valid for **UK** travel where **you** have at least 2 nights prebooked accommodation or pre-booked transport at least 50 miles from **your home**, or travelling abroad where the **trip** starts and finishes in **your home** area.

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

#### UK

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

#### **Unattended**

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

#### **Valuables**

The below list (including any associated equipment):

· Jewellery,

- Watches (manual or automatic movement watches only, and excludes smartwatches and fitness trackers which are defined as **Gadgets** and not as Valuables),
- · GPS devices,
- Telecommunications equipment (excluding mobile phones).
- · Telescopes,
- · Binoculars,
- Cameras (analogue cameras only and excludes digital cameras which are defined as Gadgets and not as Valuables)

#### We/Us/Our

Inter Partner Assistance S.A. or ROCK Insurance Group (ROCK) on behalf of Inter Partner Assistance S.A.

#### You/Your/Yourself

See the definition of **insured person**.

# **About your insurance contract**

Your policy is a legal contract between you and us.

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

#### The Insurer

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

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

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

### **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or call them on 0207 741 4100.

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

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

#### Cancellation

**We** reserve the right to cancel the policy by providing 14 days' notice by registered post to **your** last known address on the following grounds:

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

In each case no refund of premium will be made.

#### Duration

For Annual Multi-trip policies the policy will last 12 months. For Single Trip policies please refer to the start and end date noted on **your** policy schedule.

### Changing your policy

If **you** make a change to the policy, an administration fee of £10 will be due in addition to any premium charged in relation to the change in cover.

The administration fee is non-refundable.

### Renewing your policy

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

We will contact you by email at least 21 days before the end of your insurance period. If you still meet our eligibility criteria, we will seek to automatically renew your policy, including any optional covers you have selected, by using the latest details you provided to us. You will also be provided with a renewal invitation which you should check to ensure all your details are still correct and relevant. Your renewal invitation will have information on how you can make changes to your details or tell us if you do not wish to renew your insurance before your renewal date.

#### How to opt-out of automatic renewals

If **you** do not want this policy to automatically renew, call **us** on **01293 855 960** or email **us** at **leisureguard@rockinsurance.com**.

### **Cancellation period**

You are free to cancel this policy at any time providing you have not travelled and no claim has been made. You can cancel your policy by contacting us on 01293 855 960, or by emailing leisureguard@rockinsurance.com, or writing to us at:

Customer Care Team ROCK Insurance Group Griffen House 135 High Street Crawley, West Sussex RH10 1DQ

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

- **All policies: Full** refund if cancelled within 14 days from purchase or receipt of documents (whichever is later) providing **you** have not travelled, made a claim or intend to make a claim.
- Single Trip policies: 65% refund if cancelled before your trip starts but after 14 days from purchase or receipt of documents (whichever is later) providing **you** have not travelled, made a claim or intend to make a claim.
- Annual Multi-trip policies: 6% refund, if cancelled after 14 days from purchase or receipt of documents (whichever is later), per full month remaining, providing you have not made a claim or intend to make a claim.

| Cancelled in month | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11 | 12 |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|
| Months refunded    | 11  | 10  | 9   | 8   | 7   | 6   | 5   | 4   | 3   | 2   | 1  | 0  |
| Refund %           | 66% | 60% | 54% | 48% | 42% | 36% | 30% | 24% | 18% | 12% | 6% | 0% |

### Conditions which apply to your policy

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

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

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

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

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

# **Reciprocal Health Agreements**

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

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

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

If **you** are travelling to Norway **you** may be able to use **your** UK passport to access state provided healthcare.

If travelling outside of the EU and Switzerland visit www.nhs.uk/using-the-nhs/healthcare-abroad/healthcare-when-travelling-abroad

#### Australia

If **you** require medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival, but **you** must do this after the first occasion **you** receive treatment. In-patient and outpatient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **your** local Post Office or online.

Alternatively, when travelling, please call the Emergency Assistance Service for guidance. If **you** are admitted to hospital contact must be made with the Emergency Assistance Service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

#### **New Zealand**

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

# **Pre-existing medical conditions**

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

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

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

- Section 1 Cancellation or Cutting Short your Trip,
- Section 2 Medical Emergency and Repatriation Expenses,
- Section 6 Personal Accident.
- · Section 8 Cruise cover.

#### For:

1. Any **pre-existing medical condition(s)** that **you** have unless **you** have declared them when purchasing **your** policy and **we** have agreed to cover **your pre-existing medical condition(s)**.

#### 2. At any time from:

- a) Any medical condition or pregnancy complication you have which a medical practitioner has advised you not to travel (or would have done so had you sought their advice), but despite this you still travel
- b) Any surgery, treatment or investigations for which **you** intend to travel to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures).
- c) Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
- d) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
- e) Any **medical condition you** are aware of but for which **you** have not yet received or sought a diagnosis.
- f) Any **medical condition** affecting **you**, a **travelling companion** or a **close relative** that **you** are aware of, that could reasonably be expected to result in a claim on this policy.

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

**You** will not be covered under Section 2 – Medical emergency and repatriation expenses, Section 6 - Personal Accident and Section 8 – Cruise if **you** travel against medical advice. **You** may be able to claim under Section 1 – Cancelling or cutting short your trip if this is medically necessary.

# Sports and other activities

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

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

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

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

- abseiling (within organisers guidelines)
- \*administrative, clerical or professional occupations
- · aerobics
- airboarding
- archaeological digging
- archery
- · athletics
- badminton
- · banana boating
- baseball
- basketball
- \*battle re-enactment
- beach games

- billiards/snooker/pool
- body boarding (boogie boarding)
- bowls
- breathing observation bubble (bob)
- \*camel riding (no personal liability cover)
- \*camp America counsellor
- canoeing (up to grade 2 rivers)
- \*Catamaran sailing (if qualified and no racing or liability cover)
- \*clay pigeon shooting (no liability cover)
- climbing (on climbing wall only)
- cricket

- croquet
- cross country running (noncompetitive)
- curling
- Cycling (no racing or competitions). All protective clothing (e.g. helmet) must be worn. No cover for Mountain Biking - see separately listed activity
- dancing (including instruction)
- \*dinghy sailing (no liability cover)

- \*Driving motorised vehicles (excluding Quad bikes) for which you are licensed to drive in the United Kingdom (other than in motor rallies or competitions) and wearing a helmet if driving a motorbike, moped or scooter and no liability cover
- elephant riding/trekking
- falconry
- fell walking/running (up to 2,500 metres above sea level)
- fencing
- fishing / deep sea fishing
- fives
- flying (as a fare paying passenger in a fully licensed passenger carrying aircraft)
- flying fox (cable car)
- football (American) not main purpose of the trip
- football (Association) not main purpose of the trip
- frisbee/ultimate frisbee including competitions
- gaelic football not main purpose of the trip
- \*glass bottom boats/bubbles (no liability cover)
- \*go karting (within organisers guidelines and no liability cover)
- golf
- handball
- \*hobie catting (if qualified and no liability cover)
- horse riding (excluding competitions, racing, jumping and hunting)
- hot air ballooning (organised pleasure rides only)
- \*hovercraft driving/passenger (no liability cover)
- hurling not main purpose of the trip
- hydro zorbing
- ice skating

- in-line skating/roller blading (wearing pads and helmets)
- indoor skating/skateboarding (wearing pads and helmets)
- javelin throwing
- \*jet boating (no racing or liability cover)
- jogging
- kayaking (up to grade 2 rivers)
- korfball
- Mountain Biking (wearing a helmet and no racing) up to 2,500 metres above sea level
- netball
- octopush
- · orienteering
- \*paint balling/war games (wearing eye protection and no liability cover)
- parasailing/parascending over water
- · passenger sledge
- pedalos
- Pilates
- pony trekking
- \*power boating (no racing, non-competitive and no liability cover)
- racket ball
- refereeing
- \*rifle range shooting
- ringos
- roller skating/blading/in line skating (wearing pads and helmets)
- rounders
- rowing (except racing)
- running
- safari trekking/tracking in the bush (must be organised tour)
- \*sailing (if qualified or accompanied by a qualified person and no liability cover or racing)
- · sail boarding/windsurfing
- sand boarding/surfing/skiing

- sand dune surfing/skiing
- \*sand yachting (no liability cover)
- scuba diving to 18 metres
   (if qualified scuba diver or
   accompanied by qualified
   instructor and not diving alone
   or involved in cave diving)
- \*Segway riding (organised tours only, wearing correct safety equipment including a helmet)
- skateboarding (wearing pads & helmets)
- sledging/tobogganing (not on snow)
- snorkelling
- soccer not main purpose of the trip
- softball
- spear fishing (without tanks)
- \*speed sailing (no liability)
- sphering / zorbing
- stand-up paddleboarding
- squash
- surfing
- swimming
- swimming with dolphins
- swimming/bathing with elephants
- Sydney harbour bridge (walking across clipped onto safety line)
- table tennis
- \*tall ship crewing (no racing and no liability cover)
- ten pin bowling
- tennis
- trampolining
- tree canopy walking
- trekking/ walking /rambling up to 2,500 metres above sea level
- \*trikke riding (organised tours only, wearing correct safety equipment including a helmet)
- · tug of war

- volleyball
- · wake boarding
- · water polo
- · water ski jumping

- water skiing
- · whale watching
- · wicker basket tobogganing
- · wind surfing/sailboarding
- wind tunnel flying (pads and helmets to be worn)
- \*yachting (if qualified and no liability cover)
- yoga

# Winter Sports and Activities

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

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

- blade skating
- cross country skiing/nordic skiing
- · dry slope skiing
- · glacier skiing/walking
- husky dog sledding (organised, non-competitive and with experienced local driver)
- · ice cricket
- ice go karting (within organisers guidelines and no liability cover)
- \*ice windsurfing (no liability cover)
- · ice hockey
- kick sledging
- ski blading
- \*ski dooing/snow mobiling
- ski biking

- ski boarding
- ski run walking
- skiing on piste\*\*
- · skiing big foot
- skiing cross country
- skiing mono
- skiing nordic
- skiing off piste\*\* with a guide
- skiing alpine
- \*sledging/sleigh riding (pulled by horse or reindeer as a passenger)
- sledging/tobogganing on snow
- snow biking
- · snow blading
- snowboarding on piste\*\*

- snowboarding off piste\*\* with a guide
- · snow bobbing
- \*snow carting
- snow carving (using non powered hand tools only and not working above 3 metres from the ground)
- \*snow go karting (no liability cover)
- \*snow mobiling/skidooing (no liability cover)
- \*snow scooting
- \*snowcat driving
- snow shoe walking
- snow tubing
- telemarking
- winter walking (using crampons and ice picks only)

# Important conditions relating to your policy

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

<sup>\*\*</sup> Off piste is areas of snow that have not been specially prepared for skiing on within a resort boundary, this doesn't include transiting between recognised and marked ski runs.

#### **Policy information**

If you would like more information or if you feel the insurance may not meet your needs, please telephone 01293 855 960 or email leisureguard@rockinsurance.com.

# **Important Telephone Numbers**

If you are abroad and need urgent assistance please contact the Emergency Medical Assistance Service on:

+44 (0) 204 517 9889

To discuss your policy please call:

01293 855 960

To discuss a claim for all sections except Section 9 - Gadget Cover please call:

0204 517 9889

To make a claim under Section 9 - Gadget Cover please call:

0330 053 1836

# Making a claim

If **you** are abroad and need urgent assistance please contact the Emergency Medical Assistance Service on **0204 517 9889**.

How to make a claim for any of the following:

For all claims follow these steps:

- 1. Find the relevant section listed below and ensure that **you** have all the claims evidence **we** require. All claims evidence must be supplied at **your** own expense.
- 2. Please remember to keep copies of all correspondence **you** send to **us** for **your** future reference.

### Claims evidence

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

Claims evidence will be at your own expense.

#### Section 1 - Cancelling or cutting short a trip

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

- Tour Operator's booking invoice or other evidence of your trip.
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses
- Tour Operator's cancellation invoice or unused flight tickets.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence
  of payment for that accommodation.
- Confirmation from a medical practitioner that you or your travelling companion are not fit to travel.
- Confirmation from the Clerk of the Courts office that **you** are required for Jury Service or as a witness in a court of law.
- Confirmation from your employer/your travelling companion's employer of redundancy and period of employment or leave cancelled.
- A letter from your tour operator's representative, hotel or accommodation provider where appropriate.
- Confirmation of the delay to **Public Transport** from the company involved.

- Original Police report including crime reference number or incident report, obtained within 24 hours of the incident or as soon as possible after that.
- Confirmation from a relevant authority that **you** have been instructed to stay at/return **home**.
- A copy of a death certificate, where appropriate.

#### Section 2 - Medical emergency and repatriation expenses

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

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

#### Section 3 - Disruption or delay to travel plans

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

- Tour Operator's booking invoice or other evidence of your trip.
- Tour Operator's cancellation invoice or unused flight tickets.
- Confirmation from the carrier of the reason and duration of your delay.
- Confirmation from a garage/motoring organisation that breakdown assistance was provided.
- Evidence of service history and/or MOT history for your vehicle.
- Confirmation of the delay to **public transport** from the company involved.
- Confirmation from the Police (if involved) of the circumstances giving rise to the claim.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- A report from the appropriate authority confirming the hijack and the duration.

#### Section 4 – Personal belongings and money

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

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

• A letter from the carrier confirming the number of hours **your baggage** was delayed for.

#### Section 5 - Legal and liability

### Section 5a - Legal expenses and assistance

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

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

#### Section 5b - Personal liability

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

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

#### Section 6 - Personal accident

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

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

#### Section 7 - Winter Sports

Please note: This section is optional, if you have purchased this cover it will be shown on your policy schedule.

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

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

#### Section 8 - Cruise

Please note: This section is optional, if you have purchased this cover it will be shown on your policy schedule.

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

- Tour Operator's booking invoice or other evidence of your trip.
- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate.

- · Household Contents policy details.
- All travel tickets and tags for submission.
- A letter from the carrier confirming the number of hours your baggage was delayed for.
- Proof of ownership such as an original receipt, valuation or bank or credit card statements, for items lost, stolen or damaged.
- Repair report where applicable.
- Confirmation from **your cruise** operator confirming the reason **your** scheduled port visit was cancelled.
- Confirmation from your cruise ship's medical officer that you were confined to your cabin and confirming
  the length of your confinement.

#### Section 9 - Gadget Cover

Please note: This section is optional, if **you** have purchased this cover it will be shown on **your** policy schedule.

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

- Tour Operator's booking invoice or other evidence of your trip.
- A Police report including crime reference number (theft) or an incident report number (loss), from the local Police in the country where the incident occurred for all loss, theft or attempted theft
- Proof of purchase/proof of ownership (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/ debit card statements etc.).
- Where requested by us, a written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate. In most instances, our own approved service agents will undertake any repairs (and/or replacements) that we authorise and therefore this specific requirement will not be required
- · Proof of usage for your gadget.
- · Household Contents policy details.

# **Exclusions and conditions**

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

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

- cancel your policy
- declare your policy void (treating your policy as if it never existed)
- change the terms and/or premium of your policy
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.
- 1. Providing accurate and complete information
  - When taking out, renewing or making changes to this policy, **you** must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information and/ or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete. Failure to do this may impact or invalidate any claim **you** make.
- 2. Changes in **your** circumstances
  - **You** must tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** policy schedule changes during the **insurance period**.
- 3. **We** may not pay **your** claim if **you** do not:
  - Take all possible care to safeguard against accident, injury, loss, damage or theft.

- Give **us** full details of any incident which may result in a claim under **your** policy as soon as is reasonably possible.
- Pass on to **us** every claim form, summons, legal process, legal document or other communication in connection with the claim.
- Provide all information and assistance that we may reasonably require at your expense (including, where necessary, medical certification and details of your household insurance). We will only ask for information relevant to your claim.
- 4. **You** must not admit liability for any event, or offer to make any payment, without **our** prior written consent.
- 5. The terms of **your** policy can only be changed if **we** agree. **We** may require **you** to pay an additional premium before making a change to **your** policy.
- 6. You must start each trip from your home in the UK and return to your home in the UK at the end of each trip.
- 7. You agree that we can:
  - Make **your** policy void where any claim is proven to be fraudulent.
  - Share information with other insurers to prevent fraudulent claims via a register of claims. A list of
    participants is available on request. Any information you supply on a claim, together with information
    you have supplied at inception of your policy and other information relating to a claim, may be
    provided to the register participants.
  - Take over and act in your name in the defence or settlement of any claim made under your policy.
  - Take over proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under **your** policy.
  - Obtain information from your medical records (with your permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without your prior approval.
- 8. **We** will not pay **you** more than the amounts shown in the Table of Benefits, these are subject to per **insured person** and per **trip** limits.
- 9. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **we** will not pay more than **our** proportional share (not applicable to Section 6 Personal Accident)
- 10. No insurer shall be deemed to provide and no insurer shall be liable to pay any claim or provide any benefit here under to the extent that the provision of such cover, payment or such claim of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, UK or United States of America.

# General exclusions applying to your policy

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

- 1. Under all sections, any claim arising from a reason not listed under What is covered.
- 2. **Pre-existing medical condition(s)** as described in **Pre-existing medical condition(s)** section.
- 3. Any claims where **you** were not fit to undertake **your trip** when booking **your trip** or purchasing **your** policy whichever is the later.
- 4. **Your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**. Consideration will be given where **you** were medically unable to have any vaccination which is supported by **your** medical records.
- 5. **Your** inability to travel due to **your** failure to hold, obtain or produce a valid passport or any required visa in time for the booked **trip**.

- 6. Any circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to a claim under this policy.
- 7. Events which are caused by any of the following which were already taking place at the beginning of any **trip** or prior to purchasing **your** policy or booking or booking **your trip**:
  - · war,
  - invasion.
  - · acts of foreign enemies,
  - hostilities or
  - · warlike operations (whether war be declared or not),
  - · civil war.
  - terrorist action.
  - · rebellion.
  - revolution,
  - · insurrection,
  - · civil commotion and/or
  - · civil unrest assuming the proportions of or amounting to an uprising, military or usurped power
  - · Nuclear, chemical or biological attack.
- 8. **Your** travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which **you** are travelling has advised against all or all but essential travel.
- 9. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
- 10. Engaging in sports or activities which are not covered on **your** policy, there are many sports and activities which are covered as standard under the policy, please refer the Sports and Activities Section.
- 11. **Your** wilfully self-inflicted injury or illness.
- 12. Any claim related to euthanasia.
- 13. **You** are not covered for any claim arising directly or indirectly from:
  - Your consumption of alcohol, drugs and/or solvents impairing your physical ability and/or judgement.
  - You abusing alcohol, drugs and/or solvents.
  - You suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence and/ or withdrawal.
- 14. You putting yourself at needless risk (except in an attempt to save human life).
- 15. **Your** own unlawful action or any criminal proceedings against **you**.
- 16. Where **you** have selected an Annual Multi-trip policy: the maximum duration of any one **trip** is shown in **your** policy schedule. If any **trip** exceeds **your** maximum number of days there is no cover under this policy for any additional days.
- 17. **Your** manual work involving the lifting or carrying of heavy items in excess of 25 kgs, use of power tools or machinery, work involving the use of scaffolding or ladders, working at a height above 6m, any electrical or construction work or any form of work underground
- 18. Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance, this includes any claim for loss of enjoyment for any **trip**. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim, loss of earnings following injury, illness or disease or not being able to enjoy the **trip** due not enjoying **your trip** due to poor weather.
- 19. Any amount recoverable from any other source.

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

# **Your Cover**

# Section 1 - Cancelling or cutting short a trip

#### Introduction

The purpose of this section is to help **you** if **you** have to cancel or **cut short your trip** as a result of one of the reasons listed below under the heading of 'What is covered'. However, under certain circumstances, **your** tour operator or transport provider may be responsible for refunding **your** costs. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider **we** will not provide cover for it under this policy. **You** may also be covered by **your** credit/debit card provider if the services **you've** paid are not provided as agreed e.g. if company becomes insolvent.

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

#### The Denied Boarding Regulation (Regulation 261/2004 EC)

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

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

The regulation establishes the minimum rights for air passengers to ensure they are treated fairly in the event of one of the following:

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

For full details of your entitlements, visit

Delays and cancellations | UK Civil Aviation Authority (caa.co.uk)

#### What is covered

#### Cover for cancelling a trip

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

#### Cover for cutting short your trip

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

If you need to cancel or **cut short your trip**, any **pre-paid charge** relating to Winter Sports will only be covered if **you** have the relevant cover under Section 7.

| Cover for the following events:  | Cover for cancelling a trip | Cover for having to cut short your trip |
|--|-----------------------------|---|
| The death, injury due to an <b>accident</b> , illness, disease, or <b>pregnancy complication</b> of <b>you</b> , <b>your travel companion</b> or <b>your close relative</b> .  | <b>√</b>                    | <b>√</b>                                |
| Compulsory <b>personal quarantine</b> , jury service attendance or being called as a witness at a Court of Law (other than in an advisory or professional capacity) of <b>you</b> or <b>your travelling companions</b> or the Police or other authorities requesting <b>you</b> to stay at or return <b>home</b> .   | ✓                           | ✓                                       |
| Redundancy of you or your travel companion.  | <b>√</b>                    | <b>√</b>                                |
| You or your travel companion have leave withdrawn and are a member of the Armed Forces (including reserves and territorial), Emergency Services, medical or nursing professions (in the public sector) or Senior employees of the Government.  | <b>√</b>                    | <b>√</b>                                |
| The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country which <b>you</b> are travelling to advising against all travel or all but essential travel within 21 days of <b>your</b> departure date, but not including where advice is issued due to a pandemic or <b>regional quarantine</b> . | <b>√</b>                    | ×                                       |
| The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country in which <b>you</b> are travelling in advising <b>you</b> to evacuate or return to <b>your home area</b> , providing the advice came into force during <b>your trip</b> .   | ×                           | <b>√</b>                                |
| No suitable alternative <b>public transport</b> is provided within 12 hours of the scheduled time of departure following delay or cancellation of <b>your public transport</b> , or <b>you</b> being involuntarily denied boarding (because there are too many passengers for the seats available).  | ✓                           | ×                                       |
| Theft of <b>your</b> passport and/or visa within the 72 hours before <b>your</b> scheduled time of departure if <b>you</b> are due to travel outside <b>your home area</b> or during <b>your trip</b> meaning <b>you</b> are unable to continue <b>your trip</b> .   | <b>√</b>                    | <b>√</b>                                |
| Insolvency of the accommodation providers or their booking agents or catastrophe   | ✓                           | <b>√</b>                                |

## Special conditions relating to claims

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

1. **You** must get the prior approval of the Emergency Medical Assistance Service to confirm it is necessary to return **home** prior to having to **cut short your trip** for any of the reasons listed above.

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

#### What is not covered

- 1. The excess.
- 2. Any claim arising from a reason not listed in the 'what is covered' section
- 3. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 4. Any claim where **you** cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (FCDO), or any other equivalent government body in another country, advises against travel due to a pandemic.
- 5. Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancelling or **cutting short of the trip**.
- 6. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip**. In addition if **you** have not purchased a return ticket, **we** will not cover any costs incurred whilst returning **you** to **your home** unless agreed by the Emergency Medical Assistance Service.
- 7. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
- 8. Pre-existing medical conditions as described in the Pre-existing medical conditions section.
- 9. Any claims for **redundancy** that are voluntary, including compromise agreement or resignation. **We** will also not cover misconduct or dismissal.
- 10. Costs paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.
- 11. Any property maintenance costs or fees incurred by **you** as part of **your** involvement in a Timeshare or Holiday Property Bond scheme.
- 12. Any cancellation claims relating to loss or theft of **your** passport or visa if left **unattended** at any time, unless stored securely in **your home**. During **your trip you** will not be covered to **cut short your trip** due to loss of **your** passport unless it was deposited in a safe, safety deposit box or left in locked accommodation.
- 13. Any unused or additional costs incurred by **you** which are recoverable from:
  - a) The providers of the accommodation, their booking agents, travel agent or compensation scheme.
  - b) The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
  - c) **Your** credit or debit card provider or Paypal.
- 14. Any costs for **your Package** holiday if it was cancelled by **your** travel provider or **you** were unable to travel due to a change in FCDO travel advice.
- 15. Any claims relating to the insolvency of the **public transport** operator and/or accommodation provider.
- 16. Denied boarding due to **your** anti-social behaviour, drug use, alcohol or solvent abuse or **your** inability to provide any valid important documents or other documentation required by the **Public Transport** operator or their handling agents.
- 17. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred as a result of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, **accidents**, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
- 18. The death or illness of any pet or animal.

- 19. **Your** unused and/or additional travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator.
- 20. Any claim due to a regional quarantine.
- 21. Any claim from **you** not wanting to travel due to the need to quarantine on return to **your home area**.
- 22. **Your** inability to travel due to **you** not producing vaccine certificates, medical tests/documents which are needed to travel. Consideration will be given where **you** were medically unable to have any vaccination which is supported by **your** medical records.
- 23. Any additional costs for tests/documentation the government or other regulatory authority introduce and are needed in order for **you** to travel to/from/in **your** destination or to return to **your home area** regardless of whether **you** knew when booking or not..
- 24. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

# **Section 2 - Medical emergency and repatriation expenses**

#### Introduction

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

#### What is covered

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

- 1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of **your home area**.
- 2. Emergency dental treatment for the immediate relief of pain only incurred outside of your home area.
- 3. Up to the amount shown in the Table of Benefits for every complete 24 hour period **you** are in hospital or confined to **your** accommodation on the advice of a **medical practitioner** and towards meal expenses for a nominated person who is staying or travelling with **you**.
  - An additional benefit is payable if **your** hospitalisation is as a result of being mugged.
- 4. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem for which **you** are able to provide evidence.
- 5. The cost of taxi fares for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for **you**.
- 6. If **you** die outside **your home area** the cost of funeral expenses abroad plus the cost of returning **your** ashes or **your** body to **your home**. If **you** die on a **trip** within **your home area** the reasonable additional cost of returning **your** ashes or body to **your home**.
- 7. Additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay beyond **your** scheduled return date.

This includes, with the prior authorisation of the Emergency Medical Assistance Service:

- a) Reasonable additional transport and/or accommodation expenses for someone to stay with **you** or travel to **you** from the **UK** or escort **you home**.
- b) Additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.
- c) Reasonable additional accommodation expenses if **you** have to move accommodation nearer the hospital following the extended stay.
- d) Reasonable taxi or hire car costs for **your** travel to and from the hospital only.

- 8. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate you to your home if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Medical Assistance Service agree otherwise, if the Emergency Medical Assistance Service confirm an alternative method of travel is required this will only apply for the ill or injured insured person.
- 9. Reasonable costs for one person or a specialist vehicle recovery company to collect and return **your** vehicle if **you** were not able to drive the vehicle to **your home** following your illness/injury/death.

## Special conditions relating to claims

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

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

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

- Section 1 Cancelling or cutting short a trip
- Section 2 Medical emergency and repatriation expenses
- · Section 6 Personal accident
- · Section 8 Cruise cover

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

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

#### What is not covered

- 1. The **excess** (except under point 2 and point 3 of What is covered).
- 2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 3. Any claim caused by participating in a sport or activity where the policy doesn't cover the sport or activity which **you** are taking part in.
- 4. Pregnancy, without any accompanying pregnancy complication. This policy excludes any costs incurred as a result of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
- 5. **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
- 6. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip** or had to extend **your trip**. In addition if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.

- 7. Any claims arising directly or indirectly from:
  - a) The cost of treatment or surgery, including exploratory tests, which are not related to the injury due to an **accident** or illness which necessitated **your** admittance into hospital.
  - b) Any expenses which are not usual, reasonable or customary to treat **your** injury due to an **accident**, illness or disease as advised by **our** chief medical officer.
  - c) Any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
  - d) Expenses incurred in obtaining, replenishing or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued whilst on **your trip**.
    - Where possible and with the agreement of **your medical practitioner**, **you** should always travel with plenty of extra medication in case of travel delays.
  - e) Additional costs arising from single or private room accommodation.
  - f) Treatment or services provided by a health spa, convalescent, physiotherapist or nursing home or any rehabilitation centre unless agreed by the Emergency Medical Assistance Service.
  - g) Any costs incurred by **you** to visit another person in hospital or costs incurred by others to visit **you** in hospital.
  - h) Any expenses incurred after you have returned to your home area.
  - i) Any expenses incurred in the UK:
    - i. for private treatment, or
    - ii. which are funded by, or are recoverable from the Health Authority in **your** usual **country of residence**, or
    - iii. which are funded by a reciprocal health agreement between these countries and/or islands.
  - j) Expenses incurred as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.
  - k) Any expenses incurred after the date on which **we** attempt to move **you** from one hospital to another and/or arrange for **your** repatriation but **you** decide not to be moved or repatriated.
- 8. Expenses incurred for medical tests required in the area **you** are travelling to/in/from or returning to **your home area**, or by the **public transport** provider (unless specifically needed for a repatriation arranged by our Emergency Assistance Line).
- 9. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

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

# Section 3 - Disruption or delay to travel plans

#### Introduction

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

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

### The Denied Boarding Regulation (Regulation 261/2004 EC)

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

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

The regulation establishes the minimum rights for air passengers to ensure they are treated fairly in the event of one of the following:

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

For full details of your entitlements, visit

Delays and cancellations | UK Civil Aviation Authority (caa.co.uk)

#### What is covered

#### 1. Missed Departure

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

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

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

#### 2. Delayed Arrival

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

- An additional benefit is payable if **your** arrival is delayed as a result of the **public transport** in which **you** are travelling being hijacked.
- An additional limit is payable for claims where a delay to **your** return flight means **you** incur additional kennel or cattery fees, as displayed in the Table of Benefits.

### Special conditions relating to claims

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

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

#### What is not covered

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

# **Section 4 - Personal belongings and money**

#### Introduction

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

#### What is covered

- 1. **We** will pay **you** up to the amount shown in the Table of Benefits for the following items if they are accidentally lost, damaged or stolen whilst on **your trip**.
  - a) Baggage
  - b) Valuables

- c) Replacement of essential items if lost in transit due to carrier error during the outward journey
- d) Cash

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

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

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

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

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

### Special conditions relating to claims

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

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

#### What is not covered

- 1. The **excess** (except under point 1c of What is covered and 1d if the **insured person** claiming is under 18).
- 2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 3. Any claim for **sports equipment** where the policy doesn't cover the sport or activity which **you** are taking part in.
- 4. Any claim for **ski equipment** (please refer to Section 7 Winter sports if **you** have paid the premium for the additional cover).
- 5. Any claim for **gadgets** (please refer to Section 9 Gadget).
- 6. Loss, theft of or damage to **valuables**, cash, **important documents** or **personal money** left unattended at any time unless deposited in a safe, safety deposit box or left in locked accommodation.
- 7. Loss, theft of or damage to **baggage** and **sports equipment** contained in an **unattended** vehicle unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.
- 8. Loss, theft or damage:
  - a) Due to delay, confiscation or detention by customs or any other authority,
  - b) To motor accessories (excluding keys which are covered only for a car which is owned by you),
  - c) To tobacco products, tobacco substitutes and perishable goods (such as food and drinks)
  - d) Caused by wear and tear, or
  - e) Mechanical or electrical breakdown.
- 9. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.

10. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

# **Section 5 - Legal and liability**

#### Introduction

This section is split in to two parts.

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

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

## Section 5a - Legal expenses and assistance

#### Introduction

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

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

#### Lawyer

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

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

#### What is covered

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

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

#### **Prospects of success**

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

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

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

## Special conditions relating to claims

- 1. **We** shall have complete control over the legal case through agents **we** nominate, by appointing agents of **our** choice on **your** behalf with the expertise to pursue **your** claim.
- 2. **You** must follow **our** agent's advice and provide any information and assistance required within a reasonable timescale.
- 3. **You** must advise **us** of any offers of settlement made by the negligent third party and **you** must not accept any such offer without **our** permission.
- 4. **We** may include a claim for **our** legal costs and other related expenses.

5. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party for any legal costs incurred under this policy. **You** must give **us** any assistance **we** require from **you** and any amount recovered shall belong to **us**.

## What is not covered

- 1. Legal costs and expenses incurred in pursuit of any claim against **us**, **our** appointed agents, someone **you** were travelling with, a person related to **you**, or another **insured person**.
- 2. Legal costs and expenses incurred prior to **our** written acceptance of the case.
- 3. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- 4. Any claim where legal costs and expenses are variable depending on the outcome of the claim.
- 5. Legal costs and expenses incurred if an action is brought in more than one country.
- 6. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- 7. The costs of any Appeal.
- 8. Claims by you other than in your private capacity.
- 9. Anything mentioned in General exclusions applying to **your** policy.

## **Section 5b - Personal liability**

## What is covered

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

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

## Special conditions relating to claims

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

### What is not covered

- 1. The excess.
- 2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 3. Compensation or legal costs arising directly or indirectly from:
  - a) Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.

- b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
- c) Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
- d) The transmission of any contagious or infectious disease or virus.
- e) Your ownership, care, custody or control of any animal.
- f) Any claim where the incident occurred within the **UK**.
- 4. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

## **Section 6 - Personal accident**

## Introduction

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

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

#### Loss of limb

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

## Loss of sight

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

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

### Permanent Total Disablement

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

## What is covered

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

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

## Special conditions relating to claims

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

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

## What is not covered

1. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.

- 2. Benefit is not payable to you:
  - a) Under more than one of benefit 1, 2 or 3 above.
  - b) Under benefit 2 if the permanent loss of use of an entire hand or foot is only partial and not total and complete (being 100%).
  - c) Under benefit 3 until one year after the date **you** sustain injury due to an **accident**.
- 3. Benefit 1 will be paid to the deceased **insured person's** estate.
- 4. Any claim which is caused by either:
  - a) Medical or surgical procedures or
  - b) Illness, infection or bacteria or
  - c) Any gradually developing bodily deterioration.
- 5. Any claim which is related to suicide or an unintentional accident.
- 6. Anything mentioned in the Exclusions and Conditions Section which are applicable to all sections of the policy.

## **Section 7 - Winter Sports**

## Introduction

This section is available to purchase as an optional upgrade.

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

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

Please note: Where you have purchased an Annual Multi-trip policy you are only covered for 17 days of Winter Sports activity during the insurance period.

## What is covered

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

### 1. Ski equipment

- a) The accidental loss of, theft of or damage to **your** own **ski equipment** The maximum **we** will pay **you** for any one item, pair or set of items under this section is shown in the Table of Benefits as the single article limit.
- b) The cost of hiring replacement **ski equipment** if **your** owned **ski equipment** is lost, stolen or damaged (including temporary loss in transit for more than 24 hours).

## 2. Ski pack

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

### 3. Avalanche and piste closure

Up to the amount shown in the Table of Benefits per 24 hours period, up to the maximum, if an avalanche or piste closure (due to too much or not enough snow) results in **your** resort being closed. This only applies to trips taken outside of the **UK** during the published ski season for your resort and excludes cross country skiing anywhere.

## Special conditions relating to claims

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

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

## What is not covered

- 1. The **excess** which is only payable under point 1a.
- 2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
- 3. Any claim where **you** did not leave your home to start your **trip**.
- 4. Loss, theft or damage to **ski equipment** left **unattended** at any time.
- 5. Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle at any time unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.
- 6. Loss, theft or damage:
  - a) due to delay, confiscation or detention by customs or any other authority
  - b) due to depreciation (loss in value) or variations in exchange rate
  - c) to motor accessories (excluding keys which are covered only for a car which is owned by **you**)
  - d) caused by wear and tear, or
  - e) mechanical or electrical breakdown.
- 7. The closure or impending closure of the skiing facilities in **your** resort existing or being publicly announced by **your** tour operator, resort or the media by the date **you** purchased this insurance or at the time of booking **your trip**.
- 8. Any circumstances where transport costs, compensation or alternative skiing facilities are provided to **you**.
- 9. Anything mentioned in the General exclusions applicable to all sections of the policy.

## **Section 8 - Cruise Cover**

## Introduction

This section is available to purchase as an optional upgrade.

The purpose of this section is to provide cover specifically for a **cruise**. Under certain circumstances **your** Cruise Company, tour operator or transport provider may be responsible for providing assistance and compensation.

Please note: Cover is available only if the Cruise Cover section is shown as purchased in **your** policy schedule and the additional premium has been paid.

## What is covered

#### 1. Missed Port Departure

**We** will pay **you** up to the amounts shown in the Table of Benefits for necessary travel and accommodation expenses required to reach **your** booked **cruise** at the next embarkation point, if **you** are unable to get to **your** booked departure port due to:

- a) the vehicle **you** are travelling in to reach **your** departure port breaking down or being involved in an accident; or
- b) 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**;

c) strike or industrial action or adverse weather conditions.

## 2. Missed Port

If, once **your cruise** has started, a scheduled port visit is cancelled due to adverse weather or timetable restrictions and no alternative port can be offered then **we** will pay **you** up to the amount shown in the Table of Benefits per port, up to the maximum.

## 3. Cabin Confinement

If **you** are confined to **your** cabin due to an accident or illness which is covered under section 2 – Medical emergency and repatriation expenses then **we** will pay **you** up to the amount shown in the Table of Benefits per 24 hours period, up to the maximum.

## 4. Unused Excursions

**We** will pay **you** up to the amount shown in the Table of Benefits for unused pre-booked excursions which **you** cannot use because **you** are confined to **your** cabin due to an **accident** or illness which is covered under section 2 - Medical emergency and repatriation expenses.

## Special conditions relating to claims

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

- 1. **You** must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an accident, illness or disease which requires **your** admittance to the ships medical centre or hospital as an in-patient or before any arrangements are made for **your** repatriation.
- 2. **You** must report any theft to the Police in the country where the theft occurred as soon as possible and get a crime reference number or incident report.
- 3. **You** must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.

If any items are lost, stolen or damaged whilst in the care of an airline **you** must report this within the time limit contained in their terms and conditions and get a Property Irregularity Report.

#### What is not covered

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

## **Section 9 - Gadget Cover**

## Introduction

This section is available to purchase as an optional upgrade.

This extension to **your** Travel Insurance Policy is administered by Citymain Administrators Ltd. ("Claims Administrator") and underwritten by IInter Partner Assistance S.A. which is part of the AXA Group.

Please <u>BE AWARE</u> that this policy is not a replacement "as new" policy. If the **gadget(s)** cannot be repaired, **we** will replace them with identical **gadget(s)**, if this is not possible, **we** will replace them with one of comparable or better specification or the equivalent value. Replacement items will only be delivered to **your home**. **You** will need to arrange onward shipment to **your** destination country, if required.

No cover is provided under this section for:

- Anything mentioned in the General Conditions and Exclusions section of this gadget extension policy.
- Mechanical breakdown of a *laptop* computer.
- Accidental loss, mechanical breakdown, damage or theft of a drone.
- Any claim evidenced by any other report not specified in this section, unless otherwise agreed by us.

Please note: Cover only applies for this section if Gadget Cover is shown as purchased in **your** policy schedule and the additional premium has been paid.

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

### Accidental Loss

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

## **Claims Administrator**

The party, person or company who provide claims validation, management and settlement services on *our* behalf. This is Citymain Administrators Ltd (which is authorised and regulated by the Financial Conduct Authority, registration number 306535. Citymain are part of a group of companies owned by SPB UK & Ireland Ltd registered in England No: 07015206.

#### **Drone**

Unmanned aircraft also referred to as unmanned aerial vehicles (UAVs).

## **Evidence of Ownership**

A document to evidence that the **gadget you** are claiming for belongs to **you** and has been used by **you** or a member of **your immediate family** whilst on **your trip**. This can be a copy of the till receipt, delivery note, gift receipt or, if the **gadget** is a mobile phone, confirmation from **your** Network Provider that the mobile phone has been used by **you**.

### **Excess**

The amount **you** pay when **you** make a claim. The excess is payable per person and per incident.

## Gadget(s)

The portable electronic items insured by this policy schedule, purchased by **you** in the **UK**; that is no more than 60 months old (with the exception of laptops which are covered providing they are no more than 18 months old) at the point of policy purchase. Items must have been purchased as new or, in the case of refurbished items, purchased directly from the manufacturer, and **you** must be able to evidence ownership of **your gadget**. **Gadgets** can include: Mobile Phones, iPhones, Tablets, iPads, E-readers/Kindles, Sat Navs, Handheld Games Consoles, Portable DVD players, Headphones, Wireless Speakers, Digital Cameras, Laptops, iPods/MP3 Players, Go Pros and Smartwatches.

## **Immediate Family**

**Your** mother, father, son, daughter, spouse. **Immediate family** also includes **your** domestic partner (domestic partner is defined under this policy as someone **you** are living with in a long-term permanent relationship as if **you** are married to them).

### Laptop

A portable computer suitable for use whilst travelling.

## **Proof of Usage**

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

#### Reasonable Precautions

All measures that it would be reasonable to expect a person to take in the circumstances to prevent **accidental loss**, damage or theft of **your gadgets**, such as keeping the **gadget(s)** concealed when not in use when **you** are in a public place.

## **Terrorism**

Any act, including but not limited to the use of force or violence of the threat thereof, of any person or group of persons, whether acting alone or on behalf of, or in connection with, any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

### Theft/Stolen

The unauthorised dishonest appropriation of *your gadgets*, by another person with the intention of permanently depriving *you* of them.

#### Unattended

Means not within *your* sight at all times and out of *your* arms-length reach.

### We/Our/Us

The service provider arranged by Inter Partner Assistance S.A.

### What is covered

- 1. **We** will pay up to the amount shown in the Table of Benefits.
- 2. Before purchasing this *gadget* extension policy please ensure that *you* are aware that *we* can only insure gadgets under the following conditions:
  - a) You purchased your gadget/s as new, in the UK, with evidence of ownership available (see Words with special meanings section above);
  - b) **You** purchased **your gadgets** as refurbished in the **UK** as long as the refurbished gadget was sold with a minimum 12 month warranty and was purchased direct from the manufacturer or network provider with **evidence of ownership** available; (see Words with special meanings section above);
  - c) Your gadgets were gifted to you as long as you are able to provide a gift receipt;
  - d) Your gadgets are not more than 60 months old at the date you start your trip;
  - e) Your gadgets are in good condition and full working order at the time this policy is purchased.

## What we will pay for

- 1. Repairs to your gadget:
  - a) The cost of repairing your gadget if it is damaged as the result of an accident whilst on your trip.
  - b) The cost of repairing *your gadget* if is damaged as a direct result of electrical or mechanical breakdown occurring whilst on *your trip* and outside of the manufacturer's guarantee period.

- c) The repairs carried out under (1a.) or (1b.) above will be carried out using readily available parts. Where possible **we** will use original parts but, in some cases, unbranded parts may be used. In the event that any repairs authorised by **us** under this policy invalidate your manufacturer's warranty, **we** will repair or replace **your gadget** for the remaining period of **your** manufacturer's warranty.
- 2. Replacement of your gadget:
  - a) The cost of replacing your gadget if it is accidentally lost or stolen whilst on your trip.
  - b) The replacement carried out under (2a.) above and where only part or parts of **your gadget** have been **accidentally lost** or **stolen**, **we** will only replace that part or parts.
- 3. Unauthorised call usage by a 3rd party under a claim approved under this gadget extension policy:
  - a) If *your* mobile phone is *accidently lost* or *stolen* whilst on *your trip* and is used fraudulently, and *your* claim is covered by *your* policy, *we* will reimburse *you* for the costs upon receipt of *your* itemised bill up to the maximum value according to the tier of cover, purchased by *you*, for any one claim. This includes calls, messages, downloads, and data made / used from the time it was *accidentally lost* or *stolen* up to a maximum of 24 hours from discovery of the incident.

## What is not covered

- 1. Repairs to your gadget:
  - a) Any costs where **you** have not have paid **your excess** or accept it will be deducted from any settlement.
  - b) Mechanical breakdown of *your* laptop computer. In addition *we* do not cover any claims on any laptop computer for damage, *theft* or *accidental loss* where the age of *your* laptop computer is over 18 months old at the commencement of *your trip*.
  - c) Damage caused by:
    - i. **You** deliberately damaging or neglecting the **gadget**.
    - ii. You not following the manufacturer's instructions.
    - iii. Routine servicing, inspection, maintenance or cleaning.
    - iv. A manufacturer's defect or recall of the gadget.
    - v. Repairs carried out that have not been pre-approved by **us**.
    - vi. Repairs carried out by non-manufacturer approved repairers.
    - vii. Liquid damage to **your gadget/s** where the event causing the need to claim involved **you** taking **your gadgets** on a boat, other water vessels or whilst taking part in water activities.
    - viii. Cosmetic damage of any kind, including scratches, dents and other visible defects that do not affect safety or performance.

## 2. Replacement of your gadget:-

- a) Any costs where **you** have not have paid **your excess** or accept it will be deducted from any settlement.
- b) Theft or Accidental Loss:
  - i. Where the *gadget* has been left *unattended* in a public place.
  - ii. Where **you** have left the **gadget unattended** (including being in luggage during transit) except where it is locked in a safe or safety deposit box where these are available, or left out of sight in **your** locked holiday or **trip** accommodation and force, resulting in damage to the accommodation, was used to gain entry or exit, evidence of which must be provided with **your** claim.
  - iii. Where **you** have left the **gadget** behind following disembarking **your** coach, train, bus, flight or any other mode of transport.
  - iv. When away from *your* holiday accommodation, or when in *your* holiday accommodation with invited guests or other people; unless the *gadget* is concealed on or about *your* person when not in use.

- v. Where all available and reasonable precautions have not been taken.
- vi. If **you** do not report the **theft** or loss of **your gadgets** to the police within 48 hours of discovering it and do not obtain a police report.
- 3. Reimbursement of authorised calls:
  - a) The reimbursement of charges where **you** have not provided an itemised bill from **your** service provider.
  - b) The cost for any calls or data where **you** have not reported the incident to **your** service provider to bar and blacklist **your** phone within 24 hours of discovery of the incident.
  - c) Unauthorised calls/data downloads use for **your** mobile phone exceeding the maximum value according to the tier of cover, purchased by **you**, as per the Table of Benefits on pages 1 3.

## **General Conditions and Exclusions (specific to this Gadget Cover)**

- 1. We cannot cover you if:
  - a) You cannot provide evidence of ownership for any gadget.
  - b) **You** are taking any **trip** to or through Afghanistan, Liberia, Syria or Sudan or any other country not approved by the UK Foreign Commonwealth & Development Office (FCDO). Please refer to **www. gov.uk/foreign-travel-advice** to ensure that **your trip** is not to (or through a country) not approved by the UK Foreign Commonwealth & Development Office (FCDO).
  - c) **You** cannot prove that **your gadget** is less than 60 months old at the date **you** start **your trip** with valid evidence of ownership (not from online auctions), and purchased as new within the **UK**.
  - d) Your gadget(s) was purchased outside of the UK, or if it was purchased second-hand.
  - e) You cannot provide proof of usage for your gadget after the date you started your trip.
  - f) If you do not provide any damaged gadget for inspection / repair.
- 2. We won't pay for:
  - a) **Accidental loss** where the circumstances of the loss cannot be clearly identified, i.e. where **you** are unable to confirm the time and place where **you** last had **your gadget**.
  - b) Any expense incurred as a result of not being able to use the *gadget*, or any loss other than the repair or replacement costs of the *gadget*.
  - c) Any accidental loss, damage or theft of a drone.
  - d) War Risk. *Terrorism*, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
  - e) Liability of whatsoever nature arising from ownership or use of the *gadgets*, including any illness or injury resulting from it.
  - f) Reconnection costs or subscription fees of any kind.
  - g) The cost of any unauthorised calls following the theft, *accidental loss* or damage of a mobile phone unless the theft or loss of the mobile phone has been reported to *your* Service Provider within 24 hours of discovery.
  - h) Value Added Tax (VAT) where you are registered with HM Revenue and Customs for VAT.
  - i) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economics sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
  - j) **Your** SIM card or the **theft** or **accidental loss** of a mobile phone if a SIM card was not in **your** mobile phone at the time of the incident.
  - k) Any **theft**, loss or damage that occurs to **your gadget/s** whilst travelling on **public transport** or on an aircraft unless they are being carried in **your** hand luggage or on **your** person.

- Nuclear risk. Damage or destruction caused by, contributed to or arising: a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
- m) Sonic Boom. Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- n) Loss of or damage to accessories of any kind.
- o) Loss of data or software. Any loss of or damage to information or data or software contained in or stored on the *gadgets* whether arising as a result of a claim paid by this insurance or otherwise.
- p) Any indirect loss or damage resulting from any event which caused a claim under this policy.

## How to make a claim under the Gadget Cover

To make a claim please visit **www.eclaimcity.co.uk** or contact Citymain Administrators Ltd. on **0330 053 1836**. Lines are open between 8am and 5:30pm Monday to Saturday.

Calls may be recorded for training, compliance and fraud prevention purposes. Alternatively, please write to Citymain Administrators Ltd. at 3000 Lakeside, North Harbour, Western Road, Portsmouth PO6 3EN.

If your gadget is lost or stolen you need to do the following:

- 1. Notify Citymain Administrators Ltd. As soon as possible but in any event within 28 days of any incident likely to give rise to a claim under this insurance;
- 2. Report the theft or accidental loss of any *gadget* to the Police within 48 hours of discovery and obtain a written crime report in support of a theft claim or a written lost property report in support of an *accidental loss* claim:
- 3. Report the theft or *accidental loss* of any mobile phone within 24 hours of discovery to *your* Airtime Provider and blacklist *your* handset.

### Airtime Providers' numbers:-

- 3 0333 338 1001 or 07782 333 333
- BT Mobile 0800 800 150
- EE 07953 966 250
- O2 (Pay Monthly)
   0344 809 0202 or 07860 980 202
- O2 (PAYG)
   0344 809 0222 or 07860 980 202
- Tesco Mobile 0345 301 4455
- Virgin Mobile
   0345 6000 789 or 07458 333 789
- Vodafone 07836 191 191
- 4. If **your gadget** is damaged **you** must provide this **gadget** for inspection / repair.

# **Complaints Procedure**

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

| If your complaint is about the sale of your policy; |   |  |
|---|---|--|
| Write to us:  | The Compliance Manager ROCK Insurance Group Griffin House 135 High Street Crawley, West Sussex RH10 1DQ |  |
| Email <b>us</b> :                                   | complaints@rockinsurance.com  |  |
| Phone us:   | 01293 855 960   |  |

| If your complaint is about a claim on your policy (except Section 9 - Gadget Cover): |  |  |
|--|--|--|
| Write to <b>us</b> :   | Complaints Team AXA Partners The Quadrangle 106-118 Station Road Redhill |  |
|  | RH1 1PR  |  |
| Phone <b>us</b> :  | 0204 517 9889  |  |

| If your complaint is about a claim on your policy under Section 9 - Gadget Cover: |   |  |
|---|---|--|
| Write to <b>us</b> :  | Claims Administrators Customer Relations Citymain Administrators Ltd Lakeside, 3000 Western Road Portsmouth PO6 3FQ |  |
| Email <b>us</b> :   | customerrelations@spbuk.com   |  |
| Phone us:   | 0333 999 7946   |  |

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

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

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

If you are not happy with the response or your complaint has not been resolved within eight weeks you may have the right to ask the Financial Ombudsman Service to review your complaint. You must approach the Financial Ombudsman Service within six months of our final response to your complaint. We will remind you of the time limits in the final response.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

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

Website: www.financial-ombudsman.org.uk

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

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

## **Data Protection Notice and Fraud**

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

https://www.axapartners.com/en/page/en.privacy-policy

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

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

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

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

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

When carrying out these activities, we may transfer your personal information outside the UK or the

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

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

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

If **you** want to know how to make a complaint to the UK Information Commissioner or have any other requests or concerns relating to **our** use of **your** data, including obtaining a printed copy of the website privacy notice please write to **us** at:

Data Protection Officer AXA 106-108 Station Road Redhill RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

## Fraud prevention, detection and claims history

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

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

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



# In case you need us

In the event of an emergency, please contact us on the number(s) below. Please state your name and policy number.

24 hour Medical Emergency Assistance

0204 517 9889

If you're calling from outside the UK

+44 (0) 204 517 9889

If you need to make a claim, please contact us on the number below. Please state your name and policy number.

**Claims Team** 

Monday - Friday, 09:00 - 17:00

0204 517 9889

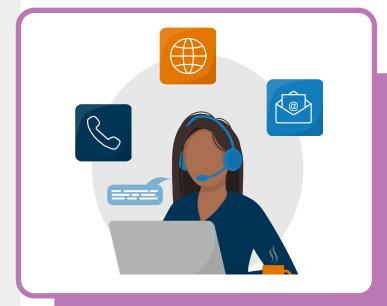
or visit rock.leisureguard.uk.axa. travel

**Gadget Claims** 

Monday - Saturday, 08:00 - 17:30

0330 053 1836

or visit www.eclaimcity.co.uk



## We're here to help

Call our customer service number

01293 855 960

Monday - Friday: 08:30 - 18:00

Saturday: 09:00 - 17:00

**Sunday and Bank Holidays: Closed** 



