

Your Travel Insurance Policy

Reference Number: Emerald Life EL1901/02

Many thanks for taking out an Emerald Life Travel policy. Travel broadens the mind, they say, and it definitely brings us new experiences, new friends and new appreciations



EMERALDLIFE
Insuring Today's Diversity



YOUR EMERALD LIFE TRAVEL INSURANCE POLICY

Reference Number: Emerald Life EL1901/02

WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

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

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

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

Please phone + 44 (0)2380 644633 and quote **your** policy number.

These lines are open 24 hours a day.

International Medical Rescue, the emergency assistance company will provide help if you are ill or injured outside your home country.

They provide a 24-hour emergency service 365 days a year.

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

OUTPATIENT TREATMENT

If **you** are in SPAIN, GREECE, CYPRUS, PORTUGAL, EGYPT, MALTA, BULGARIA or TURKEY and need outpatient medical treatment please provide a copy of **your** policy documentation to the **medical practitioner** and ask the clinic to contact ChargeCare International.

Your treatment will be paid by ChargeCare International in line with the policy. **You** will be asked to fill in a simple form to confirm the treatment and to pay the **excess** directly to the clinic.

The clinic can contact ChargeCare International at newcliniccase@chargecare.net.

HOW TO MAKE A CLAIM ON YOUR RETURN

Claims under Section A - Travel Cover

Submit a claim online at www.imr-claims.com
or contact International Medical Rescue on
02380 177 468

Claims under Section B - Optional Gadget Cover

Contact Trent-Services (Administration) Ltd on
01285 626 020
or email
claims@trent-services.co.uk

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IMPORTANT HEALTH REQUIREMENTS FOR ALL INSURED PERSONS

You will not be covered under this policy for any claims arising directly or indirectly from a **pre-existing medical condition** unless it has been declared to **us** and accepted by **us** in writing for cover or **you** have been told by **us** directly that there is no need to declare it. Call **us** on 01293 855958, to declare your **pre-existing medical condition** and confirm if cover is available.

For the purposes of this insurance, a **pre-existing medical condition** is considered to be:

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

If you are HIV+ and:

- **you** have been on antiviral treatment for more than three months and no new antiviral drug is planned, and
- **your** CD4 count exceeds 350 or **you** have been advised by a doctor that CD4 monitoring is not necessary, and
- **your** latest viral load is less than 50mls or undetectable,

then **you** do not need to declare HIV as a **pre-existing medical condition**, and if that is **your** only medical condition then you do not need to go through medical screening.

If **you** do not meet the conditions above or have other **pre-existing medical conditions** then **you** will need to continue the medical screening and declare those **pre-existing medical conditions**.

You do not need to tell **us** if **you** are taking PrEP, provided that **you** have not previously had a positive test result for HIV. If **you** have previously had a positive test result for HIV, then please see above conditions outlined under "If **you** are HIV+ and".

You do not need to tell **us** if you are on birth control tablets, unless this has caused any health issues.

We can not offer you cover if you have:

- a). **Any illness for which you have received a terminal prognosis; or**
- b). **any undiagnosed symptoms (i.e. symptoms for which you are awaiting investigations/ consultations, or awaiting results of investigations, or where the underlying cause of the symptoms has not been established).**

1. **You** must inform **us** if **your** state of health changes prior to travelling. **We** have the right to increase **your** premiums or refuse to cover **you** on **your** trip.
2. **You** must be fit to undertake **your** planned **trip**. In the event of a claim **we** may require confirmation of this from a **Medical Practitioner**.
3. **You** must not travel against medical advice (or would be travelling against medical advice had you sought medical advice prior to travel) or with the intention of obtaining medical treatment or consultation abroad.
4. **We** will not cover **you** for any **pre-existing medical condition** unless it has been declared to **us** and accepted by **us** for cover in writing.
5. **We** will not cover **you** if **your** state of health was worse than **you** declared to **us** at the time **you** purchased this policy.
6. If **you** are on a waiting list for treatment or investigation, **you** are not covered if **you** have to cancel or curtail **your** trip because an appointment or treatment becomes urgently available. **You** will also not be covered for medical claims overseas which are directly or indirectly related to this condition.

RECIPROCAL HEALTH AGREEMENTS

European Union

If **we** agree to a claim for medical expenses which has been reduced by **you** using a reciprocal health agreement or private health insurance **you** will not have to pay the **excess** amount under the Medical Expenses Section. Where it is necessary for **you** to provide evidence of the medical costs incurred, this must show that the medical fee has been reduced by use of a reciprocal health agreement or private health insurance.

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

When **you** are travelling to Australia and **you** have to go to hospital, **you** must enrol for treatment under the National Medicare Scheme.

The **United Kingdom** also has reciprocal healthcare agreements with other non-EEA countries and territories. Details can be found at www.nhs.uk/NHSEngland/

THE INSURERS

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

INSURER DETAILS FOR SECTION A - TRAVEL POLICY

This insurance is underwritten by Ageas Insurance Limited in respect of all sections of cover, other than the Legal Expenses section which is underwritten by DAS Legal Expenses Insurance Company Limited.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.

Registered Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA
Registered in England and Wales. Company Number 354568. www.ageas.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Registered in England and Wales. Company Number 103274. www.das.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Head and Registered Office: North Quay, Temple Back, Bristol, BS1 6FL.

Registered in England and Wales. Company Number 5417859. www.daslaw.co.uk

INSURER DETAILS FOR SECTION B - GADGET COVER

Benefits under this section of the policy are arranged by Rock Insurance Services Limited with UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request. The administrator is Rock Insurance Services Limited. They will help **you** with any questions **you** may have and help **you** with any changes **you** need to make to **your** insurance.

Please also contact them if any details in **your** certificate of insurance are incorrect and they will arrange for a corrected insurance certificate to be issued to **you**. **You** can contact them at: Griffin House, 135 High Street, Crawley, West Sussex, RH10 1DQ, 0800 091 2832 or by emailing admin@gadgetbuddy.com



SUMMARY OF COVER - SECTION A TRAVEL COVER

COVER	Core Cover		Premier Cover	
	Limits up to	Excess	Limits up to	Excess
Cover & Excess per section, per person unless otherwise stated.				
Medical Expenses & Repatriation*	£5,000,000	£100	£10,000,000	£50
Dental Expenses	£150	£100	£250	£50
Hospital Benefit	£15 per day up to £450	Nil	£15 per day up to £600	Nil
Cancellation and Curtailment	£3,000	£100	£5,000	£50
Travel Delay - Benefit	£15 per 12 hours, up to £150	Nil	£15 per 12 hours, up to £150	Nil
• Abandonment	£3,000	£100	£5,000	£50
Missed Departure	£350 (UK and Europe Trips); £700 (Outside of Europe)	Nil	£500 (UK and Europe Trips); £1000 (Outside of Europe)	Nil
Personal Effects and Baggage	£1,500	£100	£2,000	£50
Single Item Limit**	£200		£300	
Valuables Limit**	£300		£300	
Delayed Baggage	£125 per day to a maximum of £250	Nil	£125 per day to a maximum of £250	Nil
Cash Limit	£250	£100	£300	£50
Cash Limit if under 18	£75	£100	£150	£50
Loss of Travel Documents	£500	Nil	£500	Nil
Personal Liability	£1,500,000	£200	£2,000,000	£200
Personal Accident				
• Loss of one or more Limbs, or total and irrecoverable Loss of Sight in one or both eyes	£10,000	Nil	£25,000	Nil
• Permanent Total Disablement	£10,000	Nil	£25,000	Nil
• Death (Aged 18 - 65 years old)	£10,000	Nil	£25,000	Nil
• If the Insured Person is aged under 18 or over 65 (funeral expenses only)	£3,000	Nil	£5,000	Nil
Catastrophe	£500	Nil	£750	Nil
Hijack	£500	Nil	£500	Nil
Mugging	£500	Nil	£500	Nil
Air Rage	£500	Nil	£500	Nil
Pet Care	£200	Nil	£300	Nil
Legal Expenses	£25,000	Nil	£25,000	Nil

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

** Single Item Limit and Valuable Limit for children is £100

Summary of Cover table continued next page.



COVER Cover & Excess per section, per person unless otherwise stated.	Core Cover		Premier Cover	
	Limits up to	Excess	Limits up to	Excess
Optional Winter Sports Cover (When additional premium is paid)				
Loss or Damage to Ski Equipment - owned	£1,300	£100	£1,300	£50
Single Item Limit	£350		£350	
Loss or Damage to Ski Equipment - hired	£1,300	£100	£1,300	£50
Single Item Limit	£250		£250	
Ski Equipment Delay	£20 per day up to £200	Nil	£20 per day up to £200	Nil
Ski Pack	£150	£100	£150	£50
Piste Closure	£20 per day up to £200	Nil	£20 per day up to £200	Nil
Delay due to Avalanche	£200	£100	£200	£50
Optional Cruise Pack (When additional premium is paid)				
Missed port departure	£2,000	£130	£2,000	£110
Cabin confinement	£25 per complete 24 hours (Max £500)	Nil	£25 per complete 24 hours (Max £500)	Nil
Cruise itinerary change	£100 per port (Max £300)	Nil	£100 per port (Max £300)	Nil
Unused excursions	£500	£130	£500	£110

SUMMARY OF COVER - SECTION B OPTIONAL GADGET COVER

Level of Cover	Number of Gadgets Covered	Total Replacement/Repair Value for all Gadgets	Excess
LEVEL ONE	3 Gadgets	£1,000	£50
	Single Article Limit	£1,000	£50
	Unauthorised calls, texts and data use	£100	£50
	Single Article Limit for Laptop	£1,000	£50
LEVEL TWO	5 Gadgets	£2,000	£50
	Single Article Limit	£1,000	£50
	Unauthorised calls, texts and data use	£100	£50
	Single Article Limit for Laptop	£2,000	£50
LEVEL THREE	7 Gadgets	£3,000	£50
	Single Article Limit	£1,000	£50
	Unauthorised calls, texts and data use	£100	£50
	Single Article Limit for Laptop	£2,000	£50



EMERALD LIFE

This policy has been arranged by Emerald Life Limited, which is an appointed representative of Commercial and General Limited. The policy is administered by Rock Insurance Services Limited (ROCK). Commercial and General Limited is authorised and regulated by the Financial Conduct Authority (FCA), FCA registration number 300001. Rock Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). ROCK's FCA registration number is 300317.

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

ELIGIBILITY CRITERIA

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

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

- **You** reside outside of the **United Kingdom**;
- **You** are over the age of 74 if **your** policy is for **Europe** or **Worldwide excluding USA, Canada, the Caribbean and Mexico** or over the age of 69 if **your** policy is for **Worldwide including USA, Canada, the Caribbean and Mexico**;
- **You** require cover for a Cruise and have not paid the appropriate extra premium;
- **You** require Winter Sports cover and **you** have not paid the appropriate extra premium;
- **You** are not registered with a General Practitioner in **your home country**.

ADDITIONAL ELIGIBILITY CRITERIA APPLICABLE TO SECTION B - OPTIONAL GADGET COVER.

- **You** reside in the **United Kingdom**;
- **Your** electronic equipment is less than 6 years old (except for laptops which must be less than 15 months old) at the commencement date of the policy.

NON-TRAVELLING RELATIVES

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

- a **terminal prognosis** had been received; or
- if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital; or if during the 90 days immediately prior to the start of the **period of insurance** they had:
 - required surgery, inpatient treatment or hospital consultations; or
 - required any form of treatment or prescribed medication.

TRIP DURATION LIMITS

Single Trip Policies: 45 days.

Annual Multi-trip Policies: Any number of **trips** in the policy year but limited to 45 days per **trip**.

The insurance is only valid if **you** have insured the whole duration of each individual **trip**, as shown on **your** policy schedule. The start and finish dates of the **trip** must fall within the 12 month period shown on **your** Policy Schedule. For holidays booked during the 12 month period and that start after the end of the 12 month period, **we** will provide cancellation cover until the policy ends. If **you** have to stay on **your trip** longer because of events which **you** have no control over **we** will extend the **period of insurance** by up to 30 days, at no extra cost. If the transport **you** are on is hijacked, **we** will automatically provide worldwide cover. The **period of insurance** will continue for up to 12 months without extra charge.

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

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

GEOGRAPHICAL LOCATIONS

Europe

Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Azores, Balearics, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Corfu, Corsica, Crete, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Eire (Republic of Ireland), Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Guernsey, Holland (Netherlands), Hungary, Iceland, Isle of Man, Italy, Jersey, Kos (Greek Island), Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Mediterranean Islands, Moldova, Monaco, Montenegro, Morocco, Northern Ireland, Norway, Poland, Portugal, Rhodes, Romania, Russia (West of the Ural Mountains), San Marino, Sardinia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom, Vatican City.

Worldwide, excluding USA, Canada, Caribbean and Mexico

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

Worldwide, including USA, Canada, Caribbean and Mexico

Anywhere in the world.

Please note:

No cover is provided for **trips** where **you** have travelled to a specific country or to an area where, prior to **your trip** commencing, the Foreign and Commonwealth Office have advised against all but essential travel.

PREGNANCY & CHILDBIRTH

Cover under this policy is provided for unforeseen events. In particular, cover is provided under Emergency Medical & Repatriation for unforeseen **bodily injury** or illness. Pregnancy and childbirth are not considered to be either an illness or injury. Cover is only provided under the Emergency Medical & Repatriation Expenses, and Hospital Benefits section of this policy for claims arising from **complications of pregnancy and childbirth**. Please make sure you read the definition of **complications of pregnancy and childbirth** given under the Meaning of Words.

COVER

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

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

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

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



YOUR PREMIUM

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

YOUR DUTY OF DISCLOSURE

When taking out this policy it is vital that **you** answer any questions honestly and accurately. **You** must not make any misrepresentation because inaccurate answers may result in a claim being declined.

ANNUAL MULTI-TRIP RENEWAL

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

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

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

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

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

IMPORTANT NOTES:

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

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

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

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

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

HOW TO MAKE A CLAIM

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

Claims under Section A – Travel Cover:

Submit a claim online at www.imr-claims.com or contact International Medical Rescue on 02380 177 468.

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

Outpatient Treatment

If **you** are in SPAIN, GREECE, CYPRUS, PORTUGAL, EGYPT, MALTA, BULGARIA or TURKEY and need outpatient medical treatment please provide a copy of **your** policy documentation to the **medical practitioner** and ask

the clinic to contact ChargeCare International. **Your** treatment will be paid by ChargeCare International in line with the policy. **You** will be asked to fill in a simple form to confirm the treatment and to pay the **excess** directly to the clinic. The clinic can contact ChargeCare International at newcliniccase@chargecare.net.

Claims under Section B – Optional Gadget cover:

You must:

1. Notify Trent - Services (Administration) Ltd as soon as possible after any incident likely to result in a claim under this insurance:
Trent - Services (Administration) Ltd,
Trent House,
Love Lane,
Cirencester,
Gloucestershire
GL7 1XD
Telephone: 01285 626020
Email: claims@trent-services.co.uk
Fax: 01285 626031
2. Report the **theft** of **your** mobile phone within 12 hours of discovery of the occurrence of the **theft**, to **your** airtime provider and instruct them to blacklist **your** handset.
3. Report the **theft** of **your electronic equipment** to the police within 24 hours of discovery and obtain a crime reference number in relation to the **theft** of the item.
4. If **we** replace **your electronic equipment** the ownership of the damaged or lost item is transferred to **us** once **you** have received the Replacement Item **we** have supplied. If the **electronic equipment** **you** have claimed for is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to do so.

Before **your** claim can be approved, **you** must pay the **excess**. The **excess** for a laptop, iPhone, smart phone or tablet is £50; for all other items, please refer to the **excess** in the Summary of Cover table.

If the above terms are not adhered to, then **your** claim may not be paid or paid in full.

CANCELLATION OF YOUR POLICY

We hope **you** are happy with the cover this policy provides. However, **you** have the right to cancel this policy, should it not meet **your** needs, within 14 days from either the date of purchase or receipt of **your certificate of insurance**, whichever is later, and provided that **you** have not already travelled.

You can cancel your policy by contacting ROCK on 01293 855958 or by email at admin@rockinsurance.com.

If **you** do decide to cancel the policy during the 14 day cooling off period then **your** premium will be refunded in full, provided no claims have been made or no incidents have occurred that may give rise to a claim. Should **you** decide to cancel after the 14 day cooling off period no refund will be given.

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

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

FRAUD

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

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

- knowingly provides information to **us** as part of **your** application for **your** policy that is not true and complete to the best of **your** knowledge and belief,
- makes a fraudulent or exaggerated claim under **your** policy,
- makes a false statement in support of a claim,



- submits a false or forged document in support of a claim, or
- makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

Then **we** will:

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

COMPLAINTS

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

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

Email: admin@rockinsurance.com

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

International Medical Rescue,
15 East Links,
Tollgate,
Eastleigh,
Hampshire
SO53 3TG

Email: complaints@im-rescue.com

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

Customer Relations Department,
DAS Legal Expenses Insurance Company Limited,
DAS House,
Quay Side,
Temple Back,
Bristol
BS1 6NH

Email: customerrelations@das.co.uk

Phone: 0344 893 9013

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are unhappy with the service provided by an appointed representative the relevant complaint-handling procedure is available on request.

If the appropriate party cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can ask the Financial Ombudsman Service to review **your** complaint if for any

reason **you** are dissatisfied with the final response, or if the appropriate party have not issued their final response within eight weeks from **you** first raising the complaint.

Please note that if **you** do not refer **your** complaint within 6 months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was a result of exceptional circumstances.

You can contact the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London
E14 9SR
Phone: 0800 023 4567

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

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

For complaints regarding Optional Gadget Cover please read the details in that section of cover.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet our obligations **you** may be entitled to compensation under the scheme. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling **0800 678 1100** or **0207 741 4100**.

PRIVACY NOTICE

For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy, or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk.

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information.

Your insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** such as **your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

We collect **your** personal information and/or special categories of personal information because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.



Please note if **you** have given us information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on **our** behalf or where **we** provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes. Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your** policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the **power** to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including: asking for access to and a copy of **your** personal information, objecting to the use of **your** personal information or to an automated decision including profiling, asking us to correct, delete or restrict the use of **your** personal information, withdrawing any previously provided permission for the use of **your** personal information and complaining to the Information Commissioner's Office at any time if **you** object to the way **we** use **your** personal information. Please refer to **our** full [Privacy Policy](#) for more information.

Please note that there are times when **we** will not be able to delete **your** personal information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

MEANING OF WORDS

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

Act of terrorism: an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

Complications of Pregnancy and Childbirth: Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency

Caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

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

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

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

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

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

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

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

Loss of sight: Total and permanent **loss of sight** without expectation of improvement in both eyes when **your** name is added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Manual work: Physical labour involving the use of tools or machinery or working at heights of over two metres (nursing and bar-work are not considered to be **manual work**).

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

Medical practitioner: A doctor or specialist who is legally qualified, licensed and registered to practice medicine under the laws of the country in which they practice, excluding **you**, **your** travel companion, a member of **your close relative**, or **your** employee.

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

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

Permanent total disablement: A disablement which prevents **you** from carrying out ANY occupation for a period of 12 months after an accident sustained during **your trip** and which is, at the end of that period, beyond reasonable hope of improvement and where medical evidence confirms that **you** are not capable of undertaking paid work of any and every kind for the rest of **your** life.

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

Personal possessions: Suitcases (or other luggage carriers) and their contents taken on **your trip** together with articles worn or carried by **you** for **your** individual use during **your trip**.

Pre-existing medical condition: Any **medical condition** where **you** have been prescribed medication, including repeat prescriptions, or received treatment or attended a GP or a specialist as an outpatient or inpatient in the last 2 years or for which **you** are currently on a waiting list for treatment or investigation;

Any heart, heart-related or circulatory condition; or any respiratory condition; any stress, anxiety, depression or any other psychological condition or any cancerous condition.

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

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

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

Terminal prognosis: In the opinion of **your** doctor or consultant **your** condition cannot be cured or adequately treated, to the extent that it is predicted to cause a shortened life expectancy.



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

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

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

Valuables: Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment and any computer equipment (including software), tablets, furs, or leather clothing (apart from footwear).

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

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

YOUR COVER

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

SECTION A - TRAVEL COVER

CANCELLATION AND CURTAILMENT

What you are covered for

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

1. the death, **bodily injury**, illness or being subject to quarantine of **you**, a **close relative** or any person **you** have arranged to travel or stay with during **your trip**; or
2. **you** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **your** employment would normally require **you** to attend court); or
3. **your** redundancy, provided that **you** were working at **your** current place of employment for a minimum of 2 years and that **you** were not aware of any impending redundancy at the time this policy was issued or the **trip** was booked; or
4. **your home** being made uninhabitable due to accidental damage, burglary, flooding or fire;
5. the police requesting **your** presence following burglary or attempted burglary at **your home**; or
6. **you**, or any person **you** intended to travel with, who is a member of the Armed Forces, emergency services, the nursing profession or a government employee being ordered to return to duty.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. claims for air passenger duty (which can be reclaimed by **you** through **your** travel agent or airline) and any airport tax which is refundable;
3. claims where **you** have failed to obtain a medical certificate from a **medical practitioner**, confirming that cancellation or curtailment of the **trip** is medically necessary;
4. claims for unused travel costs where **we** have paid or agreed to pay the extra cost of returning **you** to **your** home under the Emergency Medical and Repatriation Expenses section.
5. normal pregnancy, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
6. claims arising directly or indirectly from any **pre-existing medical conditions** unless they have been

declared and accepted by **us** in writing for cover or **we** have advised **you** that the **pre-existing medical condition** does not need to be declared;

7. any claims arising directly or indirectly from any **medical condition** affecting a non-travelling relative if;
 - a **terminal prognosis** had been received; or
 - if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or; or if during the 90 days immediately prior to the start of the **period of insurance** they had:
 - required surgery, inpatient treatment or hospital consultations; or
 - required any form of treatment or prescribed medication.
8. any extra charges from the company **you** booked with because of **your** failure to notify them immediately it was found necessary to cancel;
9. claims arising from prohibitive regulations by the government of any country;
10. costs incurred in obtaining medical information that **we** may require to assess **your** claim, including but not limited to General Practitioner fees;
11. travel tickets paid for using any airline mileage reward scheme or other reward points scheme;
12. accommodation costs paid for using any timeshare, holiday property bond or other reward points scheme;
13. any costs incurred by **you** which are recoverable from a tour operator, **public transport** operator, accommodation provider, **holiday services** provider or any other source, or for which **you** receive or are expected to receive compensation or other assistance;
14. any circumstance that could be anticipated at the time **you** booked **your trip**;
15. **your** being self-employed or accepting voluntary redundancy;
16. any claim resulting from **your** failure to obtain a valid passport and any required visa in time for the booked **trip**;
17. anything mentioned in the General Exclusions.

EMERGENCY MEDICAL AND REPATRIATION EXPENSES

What you are covered for

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

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

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

1. the return of **your** body or ashes to **your home country** (but excluding the cost of burial or cremation); or
2. up to £3,000 towards the cost of burial or cremation expenses outside the **United Kingdom**.

SPECIAL CONDITIONS

This is not a private health insurance policy; private medical treatment is not covered unless authorised specifically by the emergency assistance service. **We** reserve the right to organise a transfer from a private medical facility to a public medical facility where medically appropriate.

If **you** are taken into hospital or **you** think that **you** may have to **curtail** or extend **your trip** because of illness or a **bodily injury**, the emergency assistance company must be told immediately (see important contact



numbers). **You** must contact **us** before incurring costs. Costs above £500 not authorised by **us** will not be covered. If **you** are physically unable to contact **us**, someone else must contact **us** on **your** behalf within 48 hours.

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

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

What you are NOT covered for

1. the **excess** shown in the summary of cover. In the event of an injury occurring during the course of **manual work** the **excess** will be increased to £250;
2. costs in excess of £500 which have not been authorised by **us** in advance;
3. any treatment, investigations or tests in a private hospital or private clinic unless authorised and agreed by **us**;
4. treatment which takes place within **your home country**;
5. claims arising directly or indirectly from any **pre-existing medical conditions** unless they have been declared and accepted by **us** in writing for cover;
6. any sums which can be recovered by **you** and which are covered under any National Insurance Scheme, Reciprocal Health Arrangement or Private Health Insurance;
7. normal pregnancy and/or childbirth, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
8. costs incurred in obtaining medical information that **we** may require to assess **your** claim, including but not limited to General Practitioner fees;
9. any costs incurred after the emergency assistance company **medical practitioner** states that **you** can safely return to **your home country**;
10. any costs incurred for cosmetic treatment;
11. costs incurred for:
 - a). surgery or medical treatment which in the opinion of the attending **medical practitioner** and the emergency assistance company **medical practitioner** can be delayed until **your** return to **your home country**;
 - b). medication and/or treatment which at the time of departure is known to be required or to be continued outside **your home country**;
 - c). preventative treatment which can be delayed until **your** return to **your home country**;
12. claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
13. the cost of any elective (non-emergency) treatment or surgery, including exploratory tests;
14. the cost of any treatment not directly related to the illness or **bodily injury** which necessitated **your** admittance into hospital;
15. any additional hospital costs arising from single or private room accommodation unless medically necessary;
16. expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
17. costs that arise more than 12 months after a claim was first notified;
18. any claim arising directly or indirectly from **your** participation in any sports or activities not listed under the sports and activities tables or which **you** have not paid the appropriate premium for;
19. anything mentioned in the General Exclusions.

HOSPITAL BENEFIT

What you are covered for

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

What you are NOT covered for

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

PERSONAL POSSESSIONS AND BAGGAGE

What you are covered for

1. **We** will pay up to the amount shown in the summary of cover for the value or cost of repair of any of **your** own **personal possessions** (not hired, loaned or entrusted to **you**) which are lost, stolen, damaged or destroyed (after making allowance for wear and tear and depreciation).
2. **We** will pay up to the amount shown in the summary of cover for the cost of buying replacement necessities if **your** baggage is delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier to confirm this.

SPECIAL CONDITIONS

In the event of a claim for a pair or set of articles the maximum amount payable will be limited to the single article limit shown in the summary of cover.

You must provide **us** with any receipts, proofs of purchase or documents to support **your** claim as requested.

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

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

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. **you** not exercising care for the safety and supervision of **your personal possessions**;
3. loss, destruction, damage or theft of any items left **unattended** in a public place, or a place to which members of the general public have access;



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

PERSONAL MONEY

What you are covered for

We will pay **you** up to the amount shown in the summary of cover if **your** own **money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box (or equivalent facility).

What you are NOT covered for

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

LOSS OF PASSPORT

What you are covered for

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

1. the costs in obtaining a replacement passport or travel document (**you** are not covered for the cost of the document itself) to enable **you** to return to **your home country** following accidental loss or theft;
2. the costs in obtaining a replacement driving licence or green card following accidental loss or theft.

What you are NOT covered for

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

TRAVEL DELAY

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

What you are covered for

AIRPORT LOUNGE ACCESS

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

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

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

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

To take advantage of this benefit **you** will need to call the 24-hour access phone number: +44 (0) 2380 177466.

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

There may be occasions when this benefit is unavailable:

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

TRAVEL DELAY BENEFIT

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

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

as a result of:

- a). **strike or industrial action** provided that when this policy was taken out, there was no expectation that the **trip** would be delayed;
- b). adverse weather conditions;
- c). mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

**What you are NOT covered for**

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

MISSED DEPARTURE

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

What you are covered for

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

1. the vehicle **you** are travelling in to reach **your** international departure point breaking down or being involved in an accident; or
2. an accident or breakdown happening ahead of **you** on a public road which causes an unexpected delay to the vehicle in which **you** are travelling; or
3. the **public transport you** are using to reach **your** international departure point being delayed, resulting in **you** arriving too late to commence **your** booked **trip**.

What you are NOT covered for

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

CATASTROPHE COVER**What you are covered for:**

We will pay **you** up to the amount shown in the summary of cover per each **insured person** for the cost of providing other similar accommodation if **your** booked accommodation cannot be lived in because of a fire, flood, earthquake or storm.

What you are not covered for:

1. the **excess** as shown in the summary of cover;
2. any expenses that **you** can get back from any tour operator, airline, hotel or other provider of services;
3. any expenses that **you** would normally have to pay during the period of **your trip**;

4. any claim resulting from **you** travelling against the advice of the appropriate national or local authority;
5. any claim caused by an event which began or was announced before **your** departure;
6. any claim where **you** have not provided **us** with evidence of all the extra costs **you** had to pay;
7. anything mentioned in the General Exclusions.

PET CARE**What you are covered for**

We will pay up to the amount shown in the summary of cover for each full 24 hour period that **you** are delayed for extra boarding fees for **your** pet, if **your** return journey is delayed due to a reason insured under this policy.

What you are NOT covered for

1. any animal boarding fees **you** incur as a result of quarantine regulations;
2. any claims where **you** have failed to check in for **your** return journey at or before the recommended time;
3. any claims where **you** have failed to get a written statement from the appropriate transport company or authority confirming the reason for delay;
4. anything mentioned in the General Exclusions.

MUGGING**What you are covered for**

We will pay **you** up to the amount shown in the summary of cover if **you** sustain actual **bodily injury** as a result of a mugging attack during the **period of insurance** resulting in medical treatment and necessitating admission to an overseas hospital if:

1. the incident was reported to the nearest police authority within 12 hours of the incident occurring;
2. **you** produce independent evidence in writing in support of any claim.

What you are NOT covered for

1. any claim where **you** were under the influence of intoxicating liquor, drugs or substance or solvent abuse at the time of the mugging;
2. any claim where there is evidence of intentional self injury, wilful exposure to peril or **your** deliberate acts;
3. anything mentioned in the General Exclusions.

HIJACK**What you are covered for**

We will pay up to the amount shown in the summary of cover for each 12 hour period **you** are confined as a result of hijack.

What you are NOT covered for

1. any compensation unless **you** have obtained confirmation from the airline carrier or their handling agents confirming the period of delay;
2. anything mentioned in the General Exclusions.

SPECIAL CONDITIONS

In order to make a claim under this section **you** must obtain an independent written report confirming the period of delay along with any supporting documentation such as press cuttings.



AIR RAGE

What you are covered for

In the event of a delay on either **your** outbound or inbound flight directly resulting from violent or drunken behaviour by other passengers **we** will pay for additional costs **you** incur. **You** must obtain written confirmation of the delay from the airline.

The most **we** will pay is up to a maximum as set out in **your** summary of cover.

What you are NOT covered for

1. any claim not substantiated by written confirmation of the delay from the airline;
2. anything mentioned in the General Exclusions.

PERSONAL ACCIDENT

What you are covered for

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

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

What you are NOT covered for

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

PERSONAL LIABILITY

What you are covered for

We will pay up to the amount shown in the summary of cover (including any legal costs related to the accident agreed by **us**) in costs if **you** become legally liable during **your trip** for an accident that causes:

- a) death or injury to any person.
- b) accidental loss or damage to property that is not owned by any insured person.

NB: If **you** are legally responsible for accidental damage to rented accommodation, **we** will pay up to £100,000 for a single incident.

SPECIAL CONDITIONS

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

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

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

We are entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **our** own benefit any claim for indemnity or damages against all other parties.

We may at any time pay the sum insured (after deduction of any sums already paid as compensation) or any

lesser amount for which such claim(s) can be settled. Once this payment is made we will have no further liability for your claim.

What you are NOT covered for

1. claims arising from accidental death of or physical injury to **you** or **your close relative**;
2. any liability resulting from **your** employment, trade, profession, business or that of **your close relative**;
3. **your** responsibility as an employer to anyone employed by **you** or **your close relative** in any trade, business or profession;
4. any agreement or contract which adds any liability which would not have existed otherwise;
5. any liability arising from **you** or **your close relative** owning or using aircraft, horse-drawn vehicles, motorised or mechanically propelled, assisted vehicles or towed vehicles, boats (other than rowing boats, punts), jet skis, jet bikes or wet bikes, animals (other than horses, domestic dogs or cats), firearms;
6. any liability resulting from wilful or malicious acts by **you**;
7. accidental injury or loss which has not been caused by **you**;
8. any liability resulting from **you** knowingly or unknowingly passing on any sexually transmitted disease to a third party;
9. any claim for personal liability which is covered by any other insurance held by **you**;
10. any claims arising from the occupation, except temporarily for the purposes of the **trip**, or ownership of any land or building;
11. any claim if **you** engage in any activity where this policy states that Personal Liability cover is excluded;
12. anything mentioned in the General Exclusions.

LEGAL EXPENSES

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

DAS agrees to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered** and
4. the **insured incident** happens within the **countries covered**.

What DAS will pay

DAS will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an **insured incident**, provided that:

- a) the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000
- b) the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- c) in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that the **you** want to appeal. Before **DAS** pay the costs and expenses for appeals, **DAS** must agree that **reasonable prospects** exist
- d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is



likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

What DAS will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

DEFINITIONS APPLICABLE TO THIS SECTION

The following words have these meanings wherever they appear in this section in **bold**:

appointed representative:

The preferred law firm, law firm or other suitably qualified person **DAS** will appoint to act on **your** behalf.

costs and expenses

- All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.
- The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or if **you** pay them with **DAS'** agreement.

countries covered

As per the geographical area on **your** policy schedule

DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

DAS

DAS Legal Expenses Insurance Company Limited.

date of occurrence

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)

preferred law firm

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

reasonable prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), makes a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS'** behalf, will assess whether there are **reasonable prospects**.

You/Your

Each insured person named on the insurance schedule.

What you are NOT covered for

Any claim relating to the following:

- any illness or bodily injury that happens gradually.
- psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**.
- defending **your** legal rights, but **DAS** will cover defending a counter-claim.
- any claim relating to clinical negligence.

SECTION EXCLUSIONS

(also see General Exclusions on page 21).

DAS will not pay for the following:

- A claim where **you** have failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
- An incident or matter arising before the start of this cover.
- Costs and expenses** incurred before **DAS'** written acceptance of a claim.
- Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
- Any legal action **you** take that **DAS** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **appointed representative**.
- A dispute with **DAS** not otherwise dealt with under section condition 7.
- Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- A claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
- Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement (other than a conditional fee agreement (no win, no fee) which could apply under the **DAS Standard Terms of Appointment**)
- Any claim where **you** are not represented by a law firm or barrister.

SECTION CONDITIONS

- On receiving a claim, if legal representation is necessary, **DAS** will appoint a preferred law firm as the **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - If the appointed preferred law firm cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
 - If **you** choose a law firm as **your appointed representative** who is not a preferred law firm, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.

The amount **DAS** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

 - The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

INSURED INCIDENTS - PERSONAL INJURY

What you are covered for

Costs and expenses to pursue **your** legal rights following a specific or sudden accident that causes death or bodily injury to the **you**.



2. **a) You** must co-operate fully with **DAS** and the **appointed representative**.
b) You must give the **appointed representative** any instructions that **DAS** ask **you** to.
3. **a) You** must tell **DAS** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **DAS** written consent.
b) If you do not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
c) DAS may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **DAS** to take over and pursue or settle any claim on **your** behalf. **You** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help **DAS** need to do so.
4. **a) You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
b) You must take every step to recover **costs and expenses** and court attendance that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.
6. If **you** settle or withdraw a claim without **DAS'** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **DAS** has paid.
7. If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk) If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **DAS** or may be paid by either **you** or **DAS**.
8. **DAS** may require **you** to get, at **your** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or makes a successful defence.
9. **You** must:
 - a). keep to the terms and conditions of this section
 - b). take reasonable steps to avoid and prevent claims
 - c). take reasonable steps to avoid incurring unnecessary costs
 - d). send everything **DAS** asks for, in writing, and
 - e). report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:
 - a). a claim an **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
 - b). a false declaration or statement is made in support of a claim.
11. Apart from **DAS**, **you** are the only person who may enforce all or any part of this section and the rights

and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other insurer refuses the claim.

13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

EUROLAW LEGAL ADVICE

DAS will give **you** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

You can contact **DAS'** UK-based call centres 24 hours a day, seven days a week. However, **DAS** may need to call the insured person back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and **DAS** will call **you** back within operating hours.

To help check and improve service standards, **DAS** may record all inbound and outbound calls.

To contact the above service, phone **DAS** on +44 (0) 117 934 0548. When phoning, please quote **your** policy number.

DAS will not accept responsibility if the Helpline Service fails for reasons **DAS** cannot control.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact us at:

Customer Relations Department,
DAS Legal Expenses Insurance Company Limited,
DAS House,
 Quay Side,
 Temple Back,
 Bristol
 BS1 6NH
 Phone: 0344 893 9013
 Email: customerrelations@das.co.uk

Completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **we've** been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact the Financial Ombudsman Service at:

Financial Ombudsman Service
 Exchange Tower,
 Harbour Exchange Square,
 London
 E14 9SR
 Phone: 0800 023 4567

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

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect **your** right to take legal action.



The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

DATA PROTECTION

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold this policy.

WHO WE ARE

DAS is part of **DAS** Legal Expenses Insurance Company Limited which is part of **DAS** UK Holdings Limited (**DAS** UK Group). The uses of personal data by us and members of the **DAS** UK Group are covered by our individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at dataprotection@das.co.uk.

HOW WE WILL USE YOUR INFORMATION

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the **DAS** UK Group, so they may contact **you** for **your** feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless **we** are required to by our legal and regulatory obligations. For example, **we** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via our website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** no longer want us to use the personal data, please contact us at dataprotection@das.co.uk.

WHAT ARE YOUR RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to:

The Data Protection Officer,
DAS Legal Expenses Insurance Company Limited,
DAS House,
Quay Side ,
Temple Back,
Bristol
BS1 6NH
Email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If **you** remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office,
Wycliffe House,
Water Lane,
Wilmslow,
Cheshire
SK9 5AF
www.ico.org.uk

OPTIONAL ADDITIONAL COVER TO SECTION A

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

OPTIONAL WINTER SPORTS COVER

If you are an Annual Multi-trip policy holder, you are entitled to 17 days winter sports cover if you have paid the appropriate additional premium.

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

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

This policy will cover you when you are engaging in the following winter sports on a non-competitive and non-professional basis during your trip when you have paid the additional winter sports premium:	
Cat skiing (with guides)	Snow blading (no jumping tricks)
Cross country skiing	Snow bobbing
Glacier skiing	Snow scooting
Langlauf (cross country skiing)	Snow shoe walking



Monoskiing (not for time trials/speed skiing or racing)	Snow shoeing
Skiing on piste	Snow tubing
Skiing or snowboarding off piste (within local ski patrol guidelines)	Snow blading
Sledging/tobogganing	Snow boarding on piste

The following activities will be covered but there will be no cover in respect of any Personal Accident or Personal Liability claims:

Kite snowboarding	Snow carting
Snow go karting	Snowmobiling
Skidoo	Snowmobile safari

Even if the appropriate winter sports premium has been paid, the following activities will remain excluded:

Aerial skiing	Ski mountaineering
Air boarding	Ski or ski bob
Biathlon	Ski race training
Bobsleigh	Ski racing
Freestyle skiing	Ski randonee
Heli skiing or heli boarding	Ski stunting
Ice climbing	Ski touring
Ice diving	Ski yawing
Ice fishing by snowmobile	Skiing/snowboarding off piste (outside local ski patrol guidelines/outside recognised and authorised areas)
Ice hockey	
Ice holing	
Ice marathon	Snow biking
Ice speedway	Snow cat driving
Nordic skiing	Snow kiting
Paraskiing	Snow parascending
Ski acrobatics/aerials	Tandem skiing
Ski jumping	Use of skeletons

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

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

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

WINTER SPORTS CANCELLATION OR CURTAILMENT

What you are covered for

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

What you are NOT covered for

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

SKIS, SKI EQUIPMENT & SKI PASS

What you are covered for

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

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

SPECIAL CONDITIONS

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

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

What you are NOT covered for

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

PISTE CLOSURE

What you are covered for

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

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

What you are NOT covered for

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

AVALANCHE OR LANDSLIDE

What you are covered for

If, following avalanches or landslides, access to and from the ski resort is blocked or scheduled **public transport** services are cancelled or **curtailed we** will pay up to the amount shown in the summary of cover



for extra accommodation and travel expenses to enable **you** to reach an alternative site. Evidence of limited access will be required.

What you are NOT covered for

Anything mentioned in the General Exclusions.

SKI HIRE

What you are covered for

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

What you are NOT covered for

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

OPTIONAL SPORTS AND ACTIVITIES COVER

Category A sports are automatically covered under **your** policy. Category B, C and D sports will be covered upon payment of an additional premium. Payment for additional categories includes coverage for all preceding categories (e.g. if **you** pay Category D **you** will be covered for A, B and C also) and will be noted on **your certificate of insurance**.

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

Cover for the following activities is included providing it is for non-competitive recreational or amateur purposes only during **your trip**. When participating in **your** activity **you** must ensure that it is adequately supervised and appropriate safety equipment is worn/used at all times.

Activity	Category	Conditions
Abseiling	C	Must be professionally organised and supervised
Aerobics	A	
Archery	A	
Badminton	A	
Banana boating	A	
Basketball	A	
Bowls	A	
Bungee Jump	B	No Personal Accident cover
Camel/Elephant Riding	B	
Camogie	B	
Canyoning	D	
Cricket	A	
Cycling	A	No Tours. No Personal Liability cover
Cycle touring	C	
Deep Sea Fishing	B	
Dog Sledging	B	

Activity	Category	Conditions
Dry slope Skiing	C	
Fell walking, rambling & trekking	A	Up to 2,000 metres altitude. No cover for self-guided trekking; trekking against local authority advice; trekking on routes which are not officially recognised.
Fishing	A	
Football	A	
Go Karting	B	Up to 120cc. No Personal Liability cover
Golf	A	
Gymnastics	B	
Hang Gliding	D	
Hiking	A	Up to 2,000 metres altitude. No cover for self-guided trekking; trekking against local authority advice; trekking on routes which are not officially recognised.
Hiking	B	Between 2,000 and 6,000 metres altitude. No cover for self-guided trekking; trekking against local authority advice; trekking on routes which are not officially recognised.
Hockey	B	
Horse riding within tour organisers guidelines and safety helmet worn at all times	D	No Polo, Hunting, Jumping or Racing
Hot Air Ballooning	B	As a passenger only
Hydro Zorbing	B	
Hurling	B	
Husky rides	A	
Ice-skating	A	Rink only
Jet skiing	A	
Kite surfing	A	
Land Yachting	D	
Marathon	A	
Martial Arts	B	Training only and non-contact
Motorcycling	B	Over 55cc and under 250cc only as a rider or passenger when wearing a helmet, providing the rider holds an appropriate UK motorcycle licence. No racing, no off-roading. No Personal Liability cover.
Mountain biking	C	Excluding competition/racing
Paddle boarding	A	
Paragliding	C	



Activity	Category	Conditions
Parasailing	C	
Parascending	C	No Personal Liability cover
Pony or horse trekking	A	Guided treks only
Racket ball	A	
Rafting, canoeing and kayaking	B	including white water up to grade 3. No Personal Liability cover
Rafting, canoeing and kayaking	C	including white water up to grade 4. No Personal Liability cover
Rafting, kayaking and canoeing	A	No white water
Rambling	A	
Reindeer sledging	A	As a passenger only, professionally organised and supervised
Roller skating	A	
Rounders	A	
Rugby	B	
Running/running 10kms	A	
Safari	B	Not involving use of firearms (not walking safari)
Sand Boarding	C	
Sand Yachting	C	
Scenic helicopter rides	A	As a passenger only, professionally organised and supervised
Scuba Diving	A	To a depth of 18 metres
Scuba Diving*	D	Depth of between 18 and 30 metres if BSAC, PADI, DIWA, SSI or SAA member
Sea Canoeing	B	
Show Jumping	D	
Skateboarding	A	
Snooker, pool and billiards	A	
Snorkelling	A	
Squash	A	
Surfing	A	No Personal Liability cover
Swimming	A	Must be undertaken in a pool, inland waters or coastal waters within a 12 mile limit from land
Table tennis	A	
Tennis	A	

Activity	Category	Conditions
Trekking	B	Between 2,000 and 6,000 metres altitude . No cover for self-guided trekking; trekking against local authority advice; trekking on routes which are not officially recognised.
Triathlon – Road Bike	B	
Volleyball	A	
Water polo	A	
Water skiing	A	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover
Windsurfing	A	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover
Work Abroad	D	No Personal Liability or Personal Accident cover. Manual work will be ground level only and involving no wild animals or no machinery.
Yachting, boating, sailing and rowing	A	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal Liability cover
Zip lining	A	

When **you have paid the appropriate additional premium for Scuba diving at any depth the following endorsement applies:

SCUBA diving to a maximum depth of 30 metres will be covered provided that **you** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **you** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C. codes of good practice; are not solo/ cave/wreck diving; are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any **medical condition** likely to impair **your** fitness to dive.

OPTIONAL CRUISE UPGRADE & PACK

Your policy can be extended to cover cruise holidays and the extra cruise pack upon payment of the appropriate extra premium.

MISSED PORT DEPARTURE

What you are covered for

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

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

SPECIAL CONDITIONS RELATING TO CLAIMS

You must allow sufficient time for the scheduled **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.



What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. **strike or industrial action** existing or publicly declared by the date this insurance is purchased or the date **your trip** was booked, whichever is the later;
3. the accident or breakdown of **your** vehicle unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
4. breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
5. any claims arising from withdrawal from service temporarily or otherwise of the **public transport** on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
6. additional expenses where the scheduled **public transport** operator has offered alternative travel arrangements;
7. additional expenses where **your** planned arrival time at the port is less than 3 hours in advance of the sail departure time if **you** are travelling independently and not part of an integrated cruise package;
8. anything mentioned in the General Exclusions.

CABIN CONFINEMENT

What you are covered for

We will pay up to the amount shown in the summary of cover when **you** are confined to **your** cabin by the ship's medical officer for medical reasons.

What you are NOT covered for

1. any confinement to **your** cabin which has not been confirmed in writing by the ship's medical officer;
2. anything mentioned in the General Exclusions.

ITINERARY CHANGE

What you are covered for

We will pay up to the amount shown in the summary of cover for each missed port in the event of cancellation of a scheduled port visit due to adverse weather or timetable restrictions. This must be confirmed by the cruise operator in writing confirming the reason for the missed port.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. claims arising from a missed port caused by **strike or industrial action** if it was known at the time that the insurance was purchased or the **trip** was booked;
3. **your** ship being unable to put people ashore due to a scheduled tender operation failure;
4. any claim if a monetary amount (including on board credit) of compensation has been offered by the ship or tour operator;
5. anything mentioned in the General Exclusions.

UNUSED EXCURSIONS

What you are covered for

We will pay up to the amount shown in the summary of cover for the cost of pre-booked excursions, which **you** were unable to use as a direct result of being confined to **your** cabin by the ship's medical officer for medical reasons.

What you are NOT covered for

1. any confinement to **your** cabin which has not been confirmed in writing by the ship's medical officer;
2. **your** failure to attend the excursion as per **your** itinerary;
3. any claim if a monetary amount (including on board credit) of compensation has been offered by the ship or tour operator;
4. anything mentioned in the General Exclusions.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. **You** must cooperate with **us** and provide **us** with any documentation or information **we** ask for, to evaluate **your** claim or to seek reimbursement from a third party. **We** will not pay any claim unless **you** cooperate with **us**.
2. All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.
3. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
4. If at the time of any incident giving rise to a claim under this policy there is other insurance covering the same loss, **we** will not pay more than **our** proportional share apart from a personal accident claim, which will be paid in full.
5. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination, both at **our** expense.
6. **You** must take steps to recover any lost or stolen article.
7. **You** must take steps to avoid or minimise any loss or damage likely to give rise to a claim under this policy. **You** must act as if **you** are not insured.
8. **We** will make every effort to provide all services stated in this document. Remote geographical locations or unforeseeable adverse local conditions may affect normal service.
9. **We** may at any time pay **our** full liability under this policy after which **we** will have no further liability.
10. If any claim is found to be fraudulent in any way this policy will not apply and all claims related or subsequent to the fraud will not be paid.
11. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

We will not pay anything directly or indirectly caused by:

1. **your** suicide, deliberately injuring **yourself**, being under the influence of drugs (unless prescribed by a doctor) or alcohol, alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **you** are trying to save someone's life);
2. **you** climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or sitting, planking, balconing, owling or lying on any external part of any building, or climbing or moving from any external part of any building to another (apart from stairs, ramps or walkways) and falling regardless of the height, unless **your** life is in danger or **you** are attempting to save human life;
3. **you** fighting, except in self-defence;
4. air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
5. bankruptcy/liquidation of any tour operator, travel agent or transportation company;



6. loss or damage to any property and expense or legal liability directly or indirectly caused by:
 - a). ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel or;
 - b). the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
7. loss or damage arising from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
8. any **act of terrorism** (this exclusion does not apply to Emergency Medical and Repatriation Expenses or Personal Accident claims);
9. **you** riding on a quad bike;
10. **you** driving a motor vehicle or riding a motorcycle without an appropriate licence or when not insured under a motor insurance policy or in the case of motorcycling if **you** fail to wear a crash helmet;
11. any sports or activities not listed under the sports and activities tables or which **you** have not paid the appropriate premium for;
12. **you** using a firearm;
13. winter sports of any kind (unless the appropriate premium has been paid);
14. any payment which **you** would normally have made during **your** travels, if nothing had gone wrong (for example, meals);
15. **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised against all, or all but essential travel;
16. claims arising from **your** wilful, deliberate, malicious or unlawful acts;
17. a **pre-existing medical condition** not declared to and accepted by **us** in writing or **you** have been told by **us** directly that there is no need to declare it;
18. **you** driving, or in charge of a vehicle when **your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the incident occurs;
19. circumstances which **you** knew about before **you** purchased this insurance or at the time of booking **your trip** (whichever is the earlier) which could result in a claim;
20. **your** failure to meet the eligibility criteria under this policy.

SECTION B - OPTIONAL GADGET COVER

You can only purchase this upgrade if **you** are resident in the United Kingdom. If **you** have purchased a Single **Trip** policy, Gadget cover is included if **You** have paid the appropriate additional premium for the **Period of insurance** up to a maximum of 90 days.

If **you** have purchased Annual Multi-**trip** policy, **you** are covered when taking part in **Trips** for up to 31 days during the **Period of insurance** when **you** have paid the appropriate additional premium.

CERTIFICATION OF COVER

Your policy combined with **your certificate of insurance** certifies that insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

INTRODUCTION

You purchased this optional Gadget cover at the same time **you** purchased **your** Travel Insurance Policy. Optional Gadget cover provides cover for **your electronic equipment** against **theft, accidental damage and breakdown** when **you** are on a **holiday** that is covered by **your** Travel Insurance Policy.

When **you** purchased **your** Gadget Insurance **you** selected the level of cover suitable for **you**. **Your** level of cover will be confirmed in **your** insurance certificate. Please ensure **you** keep **your** insurance certificate together with this policy in a safe place.

WHERE AND WHEN COVER APPLIES

Period of this policy

The period of this Policy will be the same as the period of **your** Travel Insurance Policy and is shown in **your** insurance certificate.

Operative time and geographical area

The protection under **your** Gadget Insurance starts and ends at the same time and applies in the same geographical areas as **your** Travel Insurance Policy and only when **you** are on a **holiday**.

DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold:

Accessories: Chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding a SIM Card that were supplied with **your electronic equipment**.

Accidental Damage: The unintentional and unforeseen failure, breakage or destruction of **your electronic equipment**, with visible evidence of an external force being applied and which results in the **electronic equipment** being unusable.

Breakdown: The failure of any electrical or mechanical component in **your electronic equipment** due to a sudden and unforeseen fault, which causes **your electronic equipment** to stop working in the way the manufacturer intended and which requires repair or replacement before the **electronic equipment** can be used again.

Commencement Date: The date **your** cover begins with **us**, as detailed in **your** insurance certificate.

Computer Virus: Means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Cosmetic Damage: Any damage which is non-structural, including but not limited to scratches, dents and marks, which does not affect the usage of the **electronic equipment**.

Electronic Data: Means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Electronic Equipment: The item or items purchased and owned by **you**, as new and in full working order, from a UK VAT registered company and for which **you** hold **proof of purchase**, and that is insured by **us** as detailed in **your** insurance certificate.

End date: The date that all cover under **your** policy will cease being the date on **your** insurance certificate, or the date **you** return **home**.

Excess: The amount **you** will be required to pay towards each claim **you** make under this policy.

Holiday: A journey which commences when **you** leave **your home** for an overseas destination and ends when **you** return **home**. This must not exceed the maximum duration for an individual trip as shown on **your** insurance certificate.

Home: **Your** usual place of residence in the **UK**, Channel Islands or Isle of Man.

Immediate Family: **Your** husband, wife, civil partner, partner, children or parents, who permanently live in **your home**.

Period of Insurance: The period of time between the **commencement date** and the **end date** which is shown on **your** insurance certificate and that the policy will be in force for. Cover under this policy only applies when **you** are on **your holiday**.

Proof of Purchase: An original receipt and any other documentation required to prove **your electronic equipment** was purchased from a **UK VAT** registered company and that it is owned by **you** - including the date of purchase, make, model, serial and IMEI number of **your electronic equipment**, where applicable.

Replacement Item(s): An identical item of **electronic equipment** of the same age and condition. or if not



available, one of comparable specification or the equivalent value taking into account the age and condition of the original item of **electronic equipment**. **Replacement items** will only be delivered to a **UK** address of **your choice** **you** will need to arrange onward shipment to **your** destination choice.

Terrorism: Any act including but not limited to the use, or threat of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Theft: The unauthorised, dishonest appropriation or attempted appropriation of the insured **electronic equipment**, by another person with the intention of permanently depriving **you** of it.

UK: England, Scotland, Wales and Northern Ireland.

Unattended: Not visible to **you** and not within **your** arms' length reach. **We** will not pay any claims for property left **unattended** in publicly accessible places. **you** must act as though **you** are not insured.

Unauthorised Calls, Texts or Data Use: Any calls, texts or data use made from **your electronic equipment** after the time that it was stolen, to the time that it was blacklisted by **your** airtime provider.

We, Us, Our, Insurer: UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

You, Your: The insured person, who owns the specified **electronic equipment** as stated on **your** insurance certificate.

What is covered:

In return for **your** premium payment **we** will insure **your electronic equipment** for the **period of insurance** as stated on **your** insurance certificate, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **us**. Please read **your** policy carefully to ensure **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions.

BASIS OF COVER

A. Accidental Damage

We will pay up to the amount shown in the Summary of Cover table for the costs of repairing **your electronic equipment** as a result of **accidental damage**. If **we** are unable to economically repair **your electronic equipment** then, at **our** discretion, a Replacement Item will be provided by **us**.

In addition to claims excluded under the "What is Not Covered" section, **we** will not pay for **accidental damage** caused by:

1. deliberate damage or neglect of the **electronic equipment**;
2. failure on **your** part to follow the manufacturer's instructions;
3. inspection, maintenance, routine servicing or cleaning.

B. Theft

We will pay up to the amount shown in the Summary of Cover table to replace **your electronic equipment** with a Replacement Item if it is stolen. Where only part or parts of **your electronic equipment** have been stolen, **we** will only replace for that part or parts.

In addition to claims excluded under the "What is Not Covered" section, **we** will not pay for **theft**:

1. where the **theft** has occurred from any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **electronic equipment** has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors were closed and locked and all security systems had been activated;
2. from any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit;
3. where the **electronic equipment** has been removed from **your** control or the control of a member of **your immediate family** unless it was not left **unattended**;
4. where the **electronic equipment** has been left **unattended** when it is away from **your home**;
5. where all precautions have not been taken.

6. If **you** do not report the **theft of your electronic equipment** to the Police within 48 hours of discovering it and do not obtain a written policy report.

C. Breakdown

If a **breakdown of your electronic equipment** occurs outside of the manufacturer's guarantee or warranty period **we** will pay up to the amount shown in the Summary of Cover table for the repair costs. If **we** are unable to economically repair **your electronic equipment** then, at **our** discretion, a Replacement Item will be provided by **us**.

We will not pay for any **breakdown** claims excluded under the "What is Not Covered" section.

D. Liquid Damage

We will pay up to the amount shown in the Summary of Cover table to repair or provide a Replacement Item for **your electronic equipment** if it is damaged as a result of accidentally coming into contact with any liquid.

We will not pay for any liquid damage claims excluded under the "What is Not Covered" section.

E. Unauthorised Calls, Texts or Data Use

Where **your** item of **electronic equipment** is a device where **you** are charged for Unauthorised Calls, Texts or Data Use and it is lost or stolen, **we** will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by **your** airtime provider. This is subject to **you** providing an itemised bill. The maximum **we** will pay for any one occurrence is £100.

In addition to claims excluded under the "What is Not Covered" section, **we** will not pay for:

1. any Unauthorised Calls, Texts or Data Use where the **theft** has not been reported to **your** airtime provider within 12 hours of the **theft** occurring.

REPLACEMENT CONDITION

Where **we** are able to provide a replacement, this is not on a 'new for old' basis. Cover is limited to one replacement per **period of insurance** per item, up to the amount specified in **your** insurance certificate. If **your electronic equipment** cannot be replaced with an identical item of **electronic equipment** of the same age and condition, **we** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original item of **electronic equipment** subject to the following depreciation scale:

- 10% over two years old and less than three years old
- 20% over three years old and less than four years old
- 30% over four years old and less than five years old
- 40% over five years old and less than six years old.

What is not covered:

1. Repairs or any other costs for:
 - a) cleaning, inspection, routine servicing or maintenance;
 - b) Loss or damage arising from a manufacturer's defect or recall of the **electronic equipment**;
 - c) replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - d) any repairs carried out without prior authorisation from **us**;
 - e) wear and tear to the **electronic equipment** and/or gradual deterioration of performance;
 - f) **Cosmetic damage**.
2. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way.
3. Any claim made, or any event causing the need for a claim to be made, which occurred prior to the **commencement date** of the **period of insurance**.
4. Any claim for a mobile phone or iPhone which has not been used for its core purpose since the inception of **your** policy, or since it was added to **your** policy, as verified by **your** airtime provider.
5. Any claim arising whilst **you** are not on **holiday**.



6. Any repair or replacement if a SIM card registered to **you** was not in the insured mobile phone or **electronic equipment** at the time of the **accidental damage, theft, breakdown**, or liquid damage.
7. Any expense incurred arising from not being able to use the **electronic equipment**, or any costs other than the repair or replacement costs of the **electronic equipment**.
8. **Accidental damage, theft, breakdown** or liquid damage to **accessories** of any kind.
9. Any **breakdown** arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, Accessories or associated equipment to correctly recognise and process any calendar date or time.
10. Reconnection costs or subscription fees of any kind.
11. Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software.
12. Items purchased from an on-line auction site unless from a **UK VAT** registered company.
13. Any costs for loss or damage to information or data or software contained in or stored on the **electronic equipment** whether arising as a result of a claim paid by this insurance or otherwise.
14. Any other costs that arise directly or indirectly from the event which led to **your** claim unless specifically stated in this policy.
15. Liability of whatsoever nature arising from ownership or use of the **electronic equipment**, including any illness or injury resulting from it.
16. Value Added Tax (VAT) where **you** are registered with HM Revenue & Customs for VAT.
17. Claims arising from **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.
18. Claims arising from damage or destruction caused by, contributed to or arising from (i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
19. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
20. Claims for any **electronic equipment** used in connection with **your** profession or trade.
21. Any **electronic equipment** more specifically insured elsewhere.
22. Any claim if **you** are travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all but essential travel. **You** can check the FCO travel advice at www.fco.gov.uk.
23. This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
24. However, in the event that a peril listed below results from any of the matters described in paragraph (23) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed peril. Listed Perils - Fire, Explosion.
3. This insurance only covers **electronic equipment** purchased in the **UK**, the Isle of Man and the Channel Islands. Cover includes the use of the **electronic equipment** for the period and destination shown on **your** insurance certificate. Any repairs or replacements must be carried out in the **UK** by repairers or retailers approved by **us**.
4. The **electronic equipment** must be less than 6 years old (except for laptops which must be less than 15 months old) at the **commencement date** of the insurance, with valid **proof of purchase**. All items must have been purchased as new from a VAT registered company and must be in full working order at the **commencement date** of this policy.
5. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to: take care to supply accurate and complete answers to all the questions **we** or Rock Insurance Services may ask as part of **your** application for cover under the policy; to make sure that all information supplied as part of **your** application for cover is true and correct and; to tell **us** of any changes to the answers **you** have given as soon as possible. Failure to provide answers in line with the requirement of the act may mean that **your** policy is invalid and that it does not operate in the event of a claim.
6. **You** must provide **us** with any receipts, **proof of purchase** or documents to support **your** claim as requested. All **proof of purchase** must include the make and model of the **electronic equipment** and must be in **your** name. If **we** do not receive the documents **we** have requested from **you** or if any documents submitted by **you** are not acceptable to **us**, it may delay **your** claim or **we** may decline to pay **your** claim.
7. **You** must take all precautions to prevent any damage to **your electronic equipment**.
8. If **electronic equipment** is damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company. etc), **you** must notify such carrier immediately and obtain a copy of their report.
9. **We** will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. Please note that it may be necessary for **us** to contact **your** airtime provider in order to validate **your** claim.
10. This cover is limited to one replacement per insured item per **period of insurance**.
11. Cover for **your electronic equipment** applies to **you** as the person who purchased the policy and **your immediate family**.
12. The benefits of this policy cannot be transferred to someone else or to any other **electronic equipment** without **our** written permission.

CANCELLATION

This insurance is designed to cover most circumstances but **you** should be aware that not all eventualities are insured. Please read this document carefully. If **you** find the insurance does not meet **your** requirements, please return this policy and proof of premium to the selling agent within 14 days of receipt but before the **holiday** departure date. Provided no claim has been made, **your** premium will be refunded in full.

Thereafter **you** may cancel the insurance cover at any time by informing Rock Insurance Services Limited however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known email address. Valid reasons may include but are not limited to:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have

POLICY CONDITIONS AND LIMITATIONS

1. Cover is limited to one claim per insured peril (Sections A, B, C, D and E) during any single **period of insurance**. Cover is limited to one replacement per **period of insurance** per item, up to the amount specified in the Summary of Cover table.
2. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.



paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

MAKING YOURSELF HEARD

We realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens **we** want to hear about it so **we** can try to put things right. If **you** have cause for complaint it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

Complaints regarding the sale of the optional gadget cover:

Please contact:

Rock Insurance Services Limited,
Griffin House,
135 High Street,
Crawley
West Sussex
RH10 1DQ

Telephone: 0800 091 2832

Email: Admin@gadgetbuddy.com

If **your** complaint about the sale of **your** gadget cover cannot be resolved by the end of the third working day, Rock Insurance Service will pass it to:

Customer Relations Department,
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds
LS10 1RJ

Telephone: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

Complaints regarding claims on the optional gadget cover:

Trent - Services (Administration) Ltd,
Trent House,
Love Lane,
Cirencester,
Gloucestershire
GL7 1XD

Telephone: 01285 626020

Email: claims@trent-services.co.uk

Fax: 01285 626031

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06534A.

If **your** complaint about **your** gadget claim cannot be resolved by the end of the third working day, Trent - Services (Administration) Ltd will pass it to:

Customer Relations Department,
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds
LS10 1RJ

Telephone: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at [http:// ec .europa .eu /consumers/odr/](http://ec.europa.eu/consumers/odr/). This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.