

YOUR LEISURE GUARD INSURANCE POLICY



**Leisure
Guard Travel**
BACKPACKER

Reference Number: Leisure Guard Backpacker Pre-Ex LGE2111

WHAT TO DO IN 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 177474 and quote **your** policy number.

These lines are open 24 hours a day.

Our 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

Submit a claim online at www.im-rescue.com or contact International Medical Rescue on 02380 177285

IMPORTANT HEALTH REQUIREMENTS FOR ALL INSURED PERSONS

You will not be covered under this policy for any claims arising directly or indirectly from a **pre-existing medical condition** unless it has been declared to **us** and accepted by **us** in writing for cover. Call us on 01293 855960 to declare **your pre-existing medical condition** and confirm if cover is available.

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

- Any **medical condition** where **you** have been prescribed medication, including repeat prescriptions, or received treatment or attended a GP or a specialist as an outpatient or inpatient in the last 2 years or for which **you** are currently on a waiting list for treatment or investigation;
- Any illness for which **you** have received a terminal prognosis or any heart, heart-related or circulatory condition; or any liver condition or; any respiratory condition; any stress, anxiety, depression or any other psychological condition or any cancerous condition.
- **We** cannot offer **you** cover if **you** have any undiagnosed symptoms (e.g. 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. **You** must be fit to undertake **your** planned **trip**.
2. **You** must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.
3. **We** will not cover **you** for any **pre-existing medical condition** unless it has been declared to **us** and accepted by **us** for cover in writing.
4. **We** will not cover **you** for any undiagnosed symptoms for which **you** are awaiting investigations/consultations.
5. 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

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

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TRAVEL INSURANCE SUMMARY OF COVER

Section / Cover Per person unless otherwise shown.	STANDARD		PREMIER	
	Limits up to	Excess per person per claim	Limits up to	Excess per person per claim
1. Cancellation, curtailment and trip interruption	£1,000	£125	£3,000	£50
2. Emergency medical and repatriation expenses *	£5,000,000	£125	£10,000,000	£50
• Emergency Dental Treatment	£250	£125	£500	£50
• Hospital Benefit	£15 for every 24 hours up to £300	Nil	£20 for every 24 hours up to £400	Nil
3. Personal possessions	£1,000	£125	£1,500	£50
• Single article, or pair or set of articles	£250	£125	£250	£50
• Valuables (limited to £100 if insured person is under 18)	£250	£125	£250	£50
• Delayed Possessions on your outward journey	£50 per complete 24 hours; maximum of £250	Nil	£50 per complete 24 hours; maximum of £500	Nil
4. Personal money (Cash limit £100/£200)	£200	£125	£300	£50
5. Travel documents	£200	£125	£300	£50
6. Travel delay	£20 for each full 12 hour delay; maximum of £200	Nil	£25 for each full 12 hour delay; maximum of £250	Nil
• Delay				
• Abandonment on outward journey only	£1,000	£125	£3,000	£50
7. Missed departure and missed connection	No Cover	Nil	£750	Nil
8. Personal accident				
• Death	£5,000	Nil	£10,000	Nil
(if the insured person is aged under 16, funeral expenses only,)	£2,500	Nil	£2,500	Nil
• Loss of one or more limbs or total and irrecoverable loss of sight in one or both eyes	£10,000	Nil	£15,000	Nil
• Permanent total disablement	£10,000	Nil	£15,000	Nil
9. Personal liability	£2,000,000 per policy	£125	£2,000,000 per policy	£50
10. Legal expenses	£5,000 per policy	Nil	£5,000 per policy	Nil
OPTIONAL WINTERSPORTS COVER				
• Skis, ski equipment and lift pass	£400	£125	£500	£50
• Single Article Limit	£250	£125	£300	£50
• Hired Ski Equipment	£250	Nil	£300	Nil
• Piste closure	£25 per complete 24 hours maximum of £250	Nil	£30 per complete 24 hours maximum of £300	Nil
• Avalanche or landslide	£20 per complete 24 hours; maximum of £200	Nil	£25 per complete 24 hours maximum of £250	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.

LEISURE GUARD

This policy has been arranged by ROCK Insurance Group which is a trading style of Rock Insurance Services Limited, on behalf of Leisure Guard Insurance which is a trading style of Leisure World Developments Limited, who act as agents of the insurer in collecting premiums due from clients, such monies are deemed to be held by the insurers with which **your** insurance is arranged. ROCK Insurance Group is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 300317. **You** can check the regulatory status of ROCK Insurance Group and Leisure World Developments Limited by visiting the Financial Services Register via the Financial Conduct Authority Website, <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.

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.

This policy is underwritten by Insurance Company 'Euroins' AD who are authorised and regulated by the Bulgarian Financial Supervision Commission. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

IMPORTANT INFORMATION

ELIGIBILITY CRITERIA

- This policy is only available to residents of the **UK**.
- Insurance cannot be purchased once **your trip** has commenced.
- A couple policy is for 2 adults in a relationship, living at the same address.
- **Your trip** must start and end in **your home country**.

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

- **You** reside outside the **UK**;
- **You** are over the age of 49 years old when **you** purchase a policy;
- **You** require winter sports cover but have not paid the appropriate extra premium;
- **You** require cover for a cruise holiday;
- **You** are not registered with a General Practitioner in **your home country**.

NON-TRAVELLING RELATIVES

This policy will NOT cover any claims under Section 1 - Cancellation and Curtailment 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, travel companion**, or person **you** are going to stay with on **your trip** if:

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

TRIP DURATION LIMITS

The maximum number of days for which **you** have paid the appropriate premium. **(up to a maximum of 552)**

1. Winter sports cover can be included for a maximum of 21 days upon payment of the appropriate additional premium.
2. If **you** are booked to travel for more than the number of days for which **you** have paid for cover, **you** will not be covered for any part of that **trip**.
3. **Trips** must commence and end in the **home country**.

You must pay the appropriate premium for the full number of days for **your** planned **trip**. If **you** are booked to travel for more than the number of days for which **you** have paid for cover, **you** will not be covered for any part of that **trip**. If **your** return is unavoidably delayed for an insured reason, cover will be extended by up to 30 days.

GEOGRAPHICAL LOCATIONS

Europe

UK, the continent of Europe, Mediterranean islands, Channel Islands, the Isle of Man, Turkey, Madeira, Canary Islands, the Azores, the Republic of Ireland, Iceland, Russia, Estonia, Latvia, Lithuania, Belarus, Ukraine, Moldova and Georgia. For residents of the Isle of Man and Channel Islands travelling to the **UK**, the **UK** shall be considered as Europe. Egypt, Israel, Morocco and Tunisia are not included in Europe.

Australia and New Zealand

Includes cover for Europe as well as Australia and New Zealand.

Worldwide, excluding USA, Canada, Caribbean Islands and Mexico Means anywhere in the world except the United States of America, Canada, the **Caribbean Islands** and Mexico.

Worldwide, including USA, Canada, Caribbean Islands and Mexico

Means anywhere in the world.

Please note:

No cover is provided for **trips** where **you** have travelled to a specific country or to an area where, prior to **your trip** commencing, the Foreign, Commonwealth and Development Office have advised against all (but essential) travel unless this advice relates solely to **coronavirus** and **you** are travelling within Europe.

PREGNANCY AND CHILDBIRTH

Cover under this policy is provided for unforeseen events. In particular, cover is provided under Section 2 - Emergency medical and repatriation expenses for unforeseen **bodily injury** or illness. Pregnancy and childbirth are not considered to be either an illness or injury. Cover is only provided under Section 2 - Emergency medical and repatriation expenses 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.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- a) treat this policy as if it never existed;
- b) decline all **claims**; and
- c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **claim** and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any **claim** in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **claim** and (ii) and/or (iii) apply, **we** will have the right to:

1. give **you** thirty (30) days' notice that **we** are terminating this policy; or
2. give **you** notice that **we** will treat this policy and any future **claim** in accordance with 1. and/or 2., in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.

If this policy is terminated in accordance with 1. or 2., **we** will refund any premium due to **you** in respect of the balance of the **period of Insurance**.

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. The parts of the policy (and sections of cover within them) 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 ROCK will charge an administration fee of £5.00 if **you** require an amendment to **your** policy at a later date.

HOW TO MAKE A CLAIM

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

Submit a claim online at www.im-rescue.com or contact International Medical Rescue on 02380 177285

CANCELLATION AND COOLING-OFF PERIOD

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 travelled, have not reported or are not intending to report a claim.

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 and that **you** have not travelled. Should **you** decide to cancel after the 14 day cooling off period no refund will be given.

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

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

FRAUD

If **you**, or anyone acting for **you**, makes a fraudulent **claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- will not be liable to pay the **claim**; and
- may recover from **you** any sums paid by **us** to **you** in respect of the **claim**; and
- may by notice to **you** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above:

- We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this policy (such as the occurrence of a loss, the making of a **claim**, or the notification of a potential **claim**); and
- We** need not return any of the premium paid; and
- We** may refer the matter to the police.

COMPLAINTS ABOUT YOUR POLICY

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: complaints@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

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>

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**.

CHANGE IN CIRCUMSTANCES

You must tell **us** as soon as practicably possible of any change in the information **you** have provided to **us** which happens before or during any **period of insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your** policy. For example **we** may cancel **your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your** policy or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

We shall not provide any benefit under this policy to the extent of providing cover, payment of any **claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

The parties are free to choose the law applicable to this policy. Unless we all specifically agree to the contrary this policy will be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this policy and all communications relating to it will be in English.

ACCESSIBILITY

Upon request **we** can provide large print versions of the policy and the associated documentation including the Key Facts document. If **you** require an alternative format **you** should contact **us**.

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

DATA PROTECTION

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

The insurers of the policy, Insurance Company 'Euroins' AD, to obtain a premium if **your** quote requires referral to them. The personal information that will be shared with the insurer at this time will be **your** name, **your** contact details and any medical history as declared to **us** by **you**.

If **you** purchase a product with ROCK, **your** information will be shared with the insurer of the policy to underwrite **your** policy.

In the event of a claim **your** personal information will be shared with the insurer and their appointed emergency assistance company and/or claims administrator. Details of these organisations are stated within this policy terms and conditions.

The Financial Conduct Authority and/or other regulatory/governing bodies for the purposes of compliance monitoring and to prevent and detect fraud.

We reserve the right to disclose personally identifiable information in order to comply with the law, applicable regulations and government requests.

We also reserve the right to use such information in order to protect **our** operating systems and integrity as well as other users.

Any third parties employed by **us** to process **your** data on **our** behalf are subject to contractual obligations to protect the security of **your** data. These activities are carried out within the UK and European Economic Area (EEA), and outside the EEA. The data protection laws and/or the agreements **we** have entered into with the receiving parties in relation to the processing of data outside the EEA provide a similar level of protection to the laws and/or agreements **we** have entered into within the EEA. **You** are entitled, on request, to a copy of the personal information ROCK holds about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in ROCK's privacy policy which can be accessed through links on **your** insurance certificate). Please let **us** know if **you** think any information held about **you** is inaccurate, so that it may be corrected.

Other privacy notices

If **you** would like to view the full privacy policy of Trent-Services (Administration) Limited visit: www.trent-services.co.uk/privacy-policy

If **you** would like to view the full privacy policy of ROCK Insurance Group visit: www.rockinsurance.com/privacy

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 terror: An unlawful act including for example the use of force or violence, 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 similar purposes 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.

Caribbean islands: Anguilla, Antigua, Aruba, Bahamas, Barbados, Barbuda, Bonaire (Antilles), Cayman Islands, Cuba, Curaçao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Leeward Islands, Martinique, Montserrat, Netherlands Antilles, Puerto Rico, St Barthélemy, St Kitts and Nevis, St Lucia, St Martin, St Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, Virgin Islands (UK and US).

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), post partum haemorrhage, 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.

Coronavirus: Coronavirus disease (COVID-19); severe acute respiratory syndrome coronavirus (SARS-COV-2), any mutation of these or any **epidemic** or **pandemic** virus or **epidemic** or **pandemic** disease.

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

Epidemic: a disease, illness or virus spreading in a certain region or country and which is defined as such by the World Health Organization or Foreign, Commonwealth and Development Office.

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 practise medicine under the laws of the country in which they practise, excluding **you**, **your travel companion**, **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**.

Pandemic: a disease, illness or virus which is simultaneously transmitted globally and declared as such by the World Health Organization or Foreign, Commonwealth and Development Office.

Permanent total disablement: A disablement which prevents **you** from carrying out ANY occupation for a period of 12 months after an accident sustained during **your trip** and which is, at the end of that period, beyond reasonable hope of improvement.

Period of insurance: The **period of insurance** for all sections except cancellation under Section 1 - Cancellation and Curtailment 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 starts when **you** purchase this insurance or when **you** book **your trip**, whichever is the later.

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

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

Travel Companion: A person with whom **you** have booked to travel on the same itinerary and without who **your** travel plans would be impossible.

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

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

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

You/Your: Each **insured person** named in the **certificate of insurance**. **We/Us/Our:** The relevant insurer under each section of this policy.

Wear and tear: A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.

YOUR COVER

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

TRAVEL COVER

SECTION 1 - CANCELLATION AND CURTAILMENT

What you are covered for

CANCELLATION OR CURTAILMENT OF YOUR TRIP

We will pay **you** up to the amount shown in the summary of cover for the unused portion of **your** travel and accommodation costs (including Inter Rail ticket 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 of **you**, **your travel companion**, a **close relative** or any person **you** have arranged to stay with during **your trip**; or
2. **you**, **your travel companion** or any person **you** have arranged to stay with during **your trip** receiving a diagnosis of **coronavirus** within 14 days of the start of the **trip** or in the case of being admitted to hospital due to **coronavirus** within 28 days of the start of the **trip**;
3. **you** booked accommodation being required to close after **you** have checked in at **your** booked accommodation because of **you**, a guest or employee being diagnosed with **coronavirus**;
4. **you** or **your travel companion** being denied boarding following either a **coronavirus** diagnosis or receiving a temperature test or other medical test reading which falls outside of the transport provider's terms of travel;
5. **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
6. **your** redundancy, provided that **you** were working at **your** current place of employment for a minimum of 2 continuous years and that **you** were not aware of any impending redundancy at the time this policy was issued or the **trip** was booked; or
7. **your home** being made uninhabitable due to accidental damage, burglary, flooding or fire;
8. the police requesting **your** presence following burglary or attempted burglary at **your home**; or
9. **your** passport, or the passport of any person **you** were intending to travel with, being stolen during the 7 days before the start date of **your** booked **trip**; or
10. **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.

If **your** cancellation is due to **coronavirus**, and **you** have to cancel because **you** receive a positive **coronavirus** test result before **your** outbound journey, **we** will pay **you** the cost of **your** private **coronavirus** test up to £100 per person to a maximum of £600 per policy.

SPECIAL CONDITIONS

If **you** fail to notify the travel agent, provider of **your coronavirus** test, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.

You must give **us** notice as soon as possible of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.

We will only consider cancellation claims due to **coronavirus** that are supported by a test conducted by an approved provider on the Department of Health and Social Care list of providers for "Test To Release" or who meet the DHSC minimum Covid19 requirements and standards. The test must be an approved PCR or Lateral Flow Test with a CE mark.

If **you** are denied boarding as a result of **coronavirus** **you** must have documented proof of this from the airline.

If **you** have not purchased a return ticket, **we** reserve the right to deduct the cost of an economy flight from any additional costs **we** incur for **your** repatriation.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. claims where **you** have failed to obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is necessary;
3. normal pregnancy, without any accompanying **bodily injury**, illness or complication;
4. claims arising directly or indirectly from any **pre-existing medical conditions** unless they have been declared and accepted by **us** in writing for cover;
5. any claims arising directly or indirectly from any **medical condition** affecting

a non-travelling relative if;

- a terminal diagnosis had been received; or
 - if they were on a waiting list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or; or if during the 90 days immediately prior to the start of the **period of insurance** they had:
 - required surgery, inpatient treatment or hospital consultations; or
 - required any form of treatment or prescribed medication.
6. The cost of **your** unused original tickets where the **we** have arranged and paid for **you** to come home for **curtailment of your trip**.
 7. any extra charges from the company **you** booked with because of **your** failure to notify them as soon as practicably possible after it was found necessary to cancel;
 8. claims arising from prohibitive regulations by the government of any country;
 9. claims arising if **you** or **your travel companion** or **close relative** had symptoms associated with **coronavirus** at the time of buying this insurance policy or booking **your trip**.
 10. claims arising if **you** or **your travel companion** or **close relative** are awaiting results after undertaking a **coronavirus** test or had tested positive within the 15 days prior to booking **your trip**;
 11. costs for **coronavirus** tests required for reentry to the **United Kingdom**;
 12. any claims arising from government or Foreign, Commonwealth and Development Office advice warning against all travel, or all but essential travel, for any reason, including any **epidemic** or **pandemic**, including but not limited to Coronavirus disease (COVID-19); severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation of these;
 13. theft of a passport which has not been reported as soon as practicably possible to the relevant authority;
 14. travel tickets paid for using any airline mileage reward scheme or other reward points scheme;
 15. 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;
 16. any circumstance that could reasonably be anticipated at the time **you** booked **your trip**;
 17. disinclination to travel or continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under 'What you are covered for';
 18. **your** being self-employed or accepting voluntary redundancy;
 19. any claim resulting from **your** failure to obtain a valid passport and any required visa in time for the booked **trip**;
 20. booking, credit card or administration fees;
 21. **your** disinclination to travel or continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under **What you are covered for**;
 22. anything mentioned in the General exclusions.

SECTION 2 - 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 charges for medical transportation;
2. dental treatment for the relief of pain or difficulty eating only;
3. reasonable and necessary additional accommodation (room only) and travelling expenses, including those of one relative or friend if **you** have to be accompanied **home** or if **you** are a child (under the age of 18) and require an escort **home**;
4. hospital benefit if **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**.

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. for local funeral expenses abroad.

SPECIAL CONDITIONS

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

If **you** are taken into hospital or **you** think that **you** may have to **curtail** or extend **your trip** because of illness or a **bodily injury**, the emergency assistance company must be told as soon as practicably possible (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 as soon as practicably possible. 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.

If **you** have not purchased a return ticket, **we** reserve the right to deduct the cost of an economy flight from any additional costs **we** incur for **your** repatriation.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
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. The cost of **your** unused original tickets where the **we** have arranged and paid for **you** to come home for **curtailment of your trip**.
8. normal pregnancy and/or childbirth, without any accompanying **bodily injury**, illness or complication;
9. costs incurred for:
 - surgery or medical treatment which in the opinion of the attending **medical practitioner** and the emergency assistance company **medical practitioner** can be reasonably delayed until **your** return to **your home country**;
 - medication and/or treatment which at the time of departure is known to be required or to be continued outside **your home country**;
 - preventative treatment which can reasonably be delayed until **your** return to **your home country**;
10. claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
11. hospitalisation for or the cost of any elective (non-emergency) treatment or surgery, including exploratory tests;
12. hospitalisation for or the cost of any treatment not directly related to the illness or **bodily injury** which necessitated **your** admittance into hospital;
13. any additional hospital costs arising from single or private room accommodation unless medically necessary;
14. hospitalisation or expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
15. costs that arise more than 12 months after a claim was first notified;
16. any claim arising directly or indirectly from **your** participation in any sports or activities not listed under the sports and activities tables;
17. anything mentioned in the General exclusions.

SECTION 3 - PERSONAL POSSESSIONS

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 during **your trip** (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 personal possessions** are delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier to confirm this.

SPECIAL CONDITIONS

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

You must report loss, theft or damage of **personal possessions** to the police or carrier as appropriate as soon as practicably possible. Items 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 personal possessions** prove to be permanently lost and **you** make a claim for lost **personal possessions**.

If **you** have not purchased a return ticket, **we** reserve the right to deduct the cost of an economy flight from any additional costs **we** incur for **your** repatriation.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. **you** not exercising reasonable care for the safety and supervision of **your personal possessions**;
3. loss, destruction, damage or theft of any items left **unattended** in a public place, or a place to which members of the general public have access;
4. the loss, damage or delay in transit of **your personal possessions**, if **you** do not notify the carrier (e.g. airline, shipping company, etc.) and obtain a written report as soon as practicably possible after discovery of the damage or loss;
5. loss, destruction, damage or theft:
 - from confiscation or detention by customs or other officials or authorities;
 - of **valuables** not carried in **your** hand luggage (e.g. carried on or about **your** person) while in transit;
6. sports gear whilst in use;
7. bicycles;
8. loss due to **wear and tear**, denting or scratching, moth or vermin;
9. breakage of fragile or brittle articles being transported by a carrier;
10. **valuables** stolen from an **unattended** vehicle at any time;
11. mobile phones or smart phones;
12. **personal possessions** stolen from:

- 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;
 - an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
13. any depreciation in value;
 14. any property more specifically insured or recoverable under any other source;
 15. the cost of replacement locks;
 16. anything mentioned in the General exclusions.

SECTION 4 - 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 during **your trip** whilst being carried on **your** person or left in a locked safety deposit box (or equivalent facility).

SPECIAL CONDITIONS

Evidence of ownership, such as withdrawal slips or bank statements will be required in the event of a claim.

You must report loss or theft of **personal money** to the police as soon as practicably possible.

What you are NOT covered for

1. the **excess** shown in the summary of cover;
2. claims arising from **you** not exercising reasonable care for the safety and supervision of **your money**;
3. loss or theft of **your money** left **unattended** in a public place, or a place to which members of the general public have access;
4. **money** stolen from an **unattended** vehicle;
5. any depreciation in value or exchange rates;
6. anything mentioned in the General exclusions.

SECTION 5 - LOSS OF TRAVEL DOCUMENTS

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 during **your trip**;
2. the costs in obtaining a replacement driving licence or green card (**you** are not covered for the cost of the document itself) following accidental loss or theft during **your trip**.

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 as soon as is practicably possible after discovery and have obtained a written police report;
5. loss of or theft from an **unattended** vehicle at any time;
6. anything mentioned in the General exclusions.

SECTION 6 - TRAVEL DELAY

What you are covered for

AIRPORT LOUNGE ACCESS (OUTWARD JOURNEY ONLY)

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

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

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

If **you** chose not to, or are unable to take advantage of airport lounge access, or **you** are delayed on **your** return journey to **your home country** we will pay **you**:

TRAVEL DELAY BENEFIT (OUTWARD AND RETURN JOURNEY)

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 on **your outward journey** from, or return journey to **your home country**; OR

ABANDONMENT (OUTWARD JOURNEY ONLY)

Up to the amount shown in the summary of cover if **you** abandon the **trip** on **your outward journey**, 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;

all as a result of:

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

What you are NOT covered for

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

SECTION 7 - MISSED DEPARTURE AND MISSED CONNECTION

What you are covered for

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

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

What you are NOT covered for

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

SECTION 8 - 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.

SECTION 9 - PERSONAL LIABILITY

What you are covered for

We will pay up to amount shown in the summary of cover (inclusive of legal

costs and expenses) if, during the **trip**, **you** become legally liable to pay damages in respect of:

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

SPECIAL CONDITIONS

You or **your** legal representatives must give **us** written notice as soon as is practicably possible after **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 reimbursement should be made by or on behalf of **you** without **our** prior written consent.

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

SECTION 10 - LEGAL EXPENSES

What you are covered for

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

SPECIAL DEFINED WORDS APPLYING TO THIS SECTION

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

Legal expenses:

1. fees, expenses and other costs incurred by a **legal representative** to pursue a claim or legal proceedings for damages and/or compensation against a third party who has caused **your bodily injury**, death or illness.
2. costs that **you** are legally liable for following an award of costs by any court or tribunal or an out-of-court settlement made in connection with any claim or legal proceedings.

Legal representative:

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

SPECIAL CONDITIONS

1. Written consent must be obtained from **us** prior to incurring **legal expenses**. This consent will be given if **you** can satisfy **us** that:
 - there are reasonable grounds for pursuing the claim or legal proceedings; and
 - in the opinion of **our legal representative** the prospects of success and of recovering damages/enforcing a judgment is at least 51%. All claims or legal proceedings including any appeal against judgment resulting from the same original cause, event, or circumstance, will be regarded as one claim.
2. If **you** are successful in any action, any **legal expenses** provided by **us** must be reimbursed to **us**.
3. **We** may at **our** discretion assume control at any time of any claim or legal

proceedings in **your** name for damages and or compensation from a third party.

4. **We** may at **our** discretion offer to settle a claim with **you** instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party. Any such settlement will be full and final in respect to the claim.
5. **We** may at **our** discretion offer to settle a counter-claim against **you** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.
6. Only the costs incurred by a **legal representative** approved or appointed by **us** will be covered.
7. **We** shall have complete control over the legal proceedings through **legal representatives we** nominate up to the point where proceedings are issued at which point **you** are free to nominate a suitably qualified person, although **we** do not have to accept them.
8. Any **legal representative** will be appointed by **us** to represent **you** according to **our** standard terms, which may include a Conditional Fee Agreement or a Contingency Fee Agreement.
9. **You** must cooperate fully with **us** and the **legal representative** and follow their advice and provide any information and assistance required by them within a reasonable timescale.
10. **We** will have direct contact with the **legal representative** and **you** must authorise them to disclose any information or documentation **we** may ask for.
11. If **we** ask, **you** must have any legal costs taxed, assessed or audited.

What you are NOT covered for

1. the **excess** as shown in the summary of cover;
2. any claim **we** or **our legal representatives** believe is not likely to be successful or if **we** think the costs of taking action will be more than any award or the prospects of success and of recovering damages/enforcing a judgment is likely to be less than 51%;
3. any claim reported to **us** more than 3 months after incident which led to the claim;
4. **legal expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **you**;
5. **legal expenses** incurred before receiving **our** prior written approval;
6. **legal expenses** incurred in connection with any criminal or wilful act committed by **you**;
7. **legal expenses** incurred for any claim or legal proceedings brought against:
 - a) a travel agent, tour operator, carrier, insurer or their agent;
 - b) a holiday accommodation provider;
 - c) **us, you,** or any company or person involved in arranging this policy;
 - d) any person named on this policy;
8. fines, compensation or other penalties imposed by a court or other authority;
9. **legal expenses** incurred after **you** have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by **our legal representative** to be reasonable or **you** not accepting an offer from **us** to settle a claim;
10. **legal expenses** which **we** consider to be unreasonable or excessive or unreasonably incurred (as determined by **our legal representative**);
11. **legal expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.
12. any claim relating to:
 - a) an illness which gradually develops and is not caused by a specific or sudden event;
 - b) the driving of a motor vehicle for which **you** had no valid insurance;
 - c) judicial review or coroner's inquest;
 - d) defending **your** legal rights, except for the defence of any counterclaim
13. any claim where **legal expenses** are based directly or indirectly on the amount of compensation awarded and specifically which is capable of being pursued under a Contingency Fee Agreement;
14. **legal expenses** incurred in any claim which is capable of being pursued under a Conditional Fee Agreement;
15. **legal expenses** incurred if an action is brought in more than one country;
16. anything mentioned in the General exclusions.

OPTIONAL WINTER SPORTS COVER

This section is only applicable if **you** have paid the appropriate additional premium and it is shown on **your certificate of insurance**.

You are entitled to 21 days' winter sports cover during the period of insurance if you have paid the appropriate additional premium.

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 (we classify ski instructing as being on a 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

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

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

Kite snowboarding	Snow carting
Snow go karting	Snowmobiling
Skidoo	Snowmobile safari

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

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

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

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

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

WINTER SPORTS CANCELLATION OR CURTAILMENT

What you are covered for

In addition to the cover in Section 1 - Cancellation and Curtailment, **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

1. anything mentioned in the exclusions relating to Section 1 - Cancellation and Curtailment;
2. anything mentioned in General exclusions.

SKIS, SKI EQUIPMENT AND SKI PASS

What you are covered for

In addition to the cover in Section 3 - Personal Possessions; **we** will pay up to the amount shown in the summary of cover if:

1. **ski equipment** belonging to or hired by **you** is damaged, stolen, destroyed or lost during **your trip**;
2. **your** ski pass that **you** are carrying on **your** person or have left in a safety box is lost, stolen, or damaged during **your 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 Section 3 - Personal Possessions;
- 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 **your** ski resort is blocked or scheduled **public transport** services are cancelled or **curtailed** **we** will pay up to the amount shown in the summary of cover for reasonable extra accommodation and travel expenses. Evidence of limited access will be required.

What you are NOT covered for

Anything mentioned in the General exclusions.

SKI HIRE

What you are covered for

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

What you are NOT covered for

- the loss, damage or delay in transit of **your ski equipment** if **you** do not notify the carrier as soon as is practicably possible and obtain a Property Irregularity Report (PIR) or other report confirming the delay;
- anything mentioned in the General exclusions.

SPORTS AND ACTIVITIES COVER

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

Cover for the following activities is included providing it is 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	Conditions
Aerobics	
Archery	
Badminton	
Basketball	
Bowls	
Bungee jump	No Personal accident cover
Camel/elephant riding	
Camogie	
Cricket	
Cycling	No tours. No Personal liability cover
Dog sledging	
Fell walking, rambling and trekking	Up to 2,000 metres altitude
Fishing	If in coastal or inland waters
Fishing	If deep sea

Activity	Conditions
Football	
Go karting	Up to 120cc. No Personal liability cover
Golf	
Gymnastics	
Hiking	Up to 2,000 metres altitude
Hiking	Between 2,000 and 4,000 metres altitude
Hockey	
Hot air ballooning	As a passenger only
Hydro zorbing	
Hurling	
Ice-skating	Rink only
Martial arts	Training only
Motorcycling	Over 50cc but under 250cc - as a rider or passenger if wearing a helmet and the rider holds an appropriate UK motorcycle licence to ride the motorcycle. No cover for racing and no Personal liability cover
Racket ball	
Rafting, canoeing and kayaking	If not white water. No Personal liability cover
Rafting, canoeing and kayaking	Including white water up to grade 3 rivers. No Personal Liability cover
Rambling	
Roller skating	
Rounders	
Rugby	
Safari	Not involving use of firearms (not walking safari)
Scuba diving	To a depth of 18 metres
Sea canoeing	
Skateboarding	
Snooker, pool and billiards	
Snorkelling	
Squash	
Stand up paddle boarding	No Personal liability cover
Surfing	No Personal liability cover
Swimming	Excluding long distance in open water
Table tennis	
Tennis	
Trekking	Between 2,000 and 4,000 metres altitude
Triathlon – road bike	
Volleyball	
Water polo	
Water skiing	Must be inland waters or coastal waters within a 1 mile limit from land. No Personal liability cover
Windsurfing	Must be inland waters or coastal waters within a 1 mile limit from land. No Personal liability cover
Yachting, boating, sailing and rowing	Must be inland waters or coastal waters within a 12 mile limit from land. No Personal liability cover

GENERAL CONDITIONS

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. 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.
3. **You** must take steps to recover any lost or stolen article.
4. If any claim is found to be fraudulent in any way this policy will not apply and no claims related or subsequent to the fraud will be paid.
5. All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.
6. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
7. 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.
8. **You** must take all reasonable steps to avoid or minimise any loss or damage likely to give rise to a claim under this policy. **You** must act as if **you** are not insured.
9. **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.
10. **We** may at any time pay **our** full liability under this policy after which **we** will have no further liability.
11. **You** must follow any recommendations, laws or regulations made by any government or other authority both before and during the period of insurance, including government regulations that **you** must not travel and/or leave the **United Kingdom** during a pandemic lockdown situation.
12. 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 **UK** where **your home** is situated.

GENERAL EXCLUSIONS

We will not pay anything directly or indirectly caused by:

1. **you** being under the influence of alcohol to such an extent that it impairs **your** physical ability and/or judgement; or **you** being under the influence of drugs (unless prescribed by a doctor); alcoholism, any other alcohol related illness or drug addiction;
2. **your** suicide, deliberately injuring yourself or **you** exposing yourself to needless danger (unless **you** are trying to save someone's life);
3. **you** suffering from, or transmitting, a sexually transmitted disease;
4. **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;
5. **you** fighting, except in self-defence;
6. air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft);
7. bankruptcy/liquidation of any tour operator, travel agent or transportation company;
8. consequential loss of any kind unless specifically provided for within this policy (for example, loss of earnings due to being unable to return to work following injury or illness or the cost of replacement lock if keys are lost);
9. 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;
10. 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;
11. any **act of terror** (this exclusion does not apply to claims under Emergency medical and repatriation expenses or Personal accident);
12. **you** riding on a motorcycle with an engine capacity in excess of 250cc or of any engine size if **you** fail to wear a crash helmet, do not hold a valid **UK** motorcycle licence;
13. **you** riding on a quad bike;
14. **you** driving a motor vehicle or riding a motorcycle without an appropriate licence or when not insured under a motor insurance policy;
15. any sports or activities not listed under the sports and activities tables;
16. winter sports of any kind (unless the appropriate premium has been paid);
17. any payment which **you** would normally have made during **your** travels, if nothing had gone wrong (for example, meals);
18. **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign, Commonwealth and Development Office or the World Health Organisation has advised against all, or all but essential travel. The exception to this exclusion is for travel within Europe, where **you** will remain covered, other than for cancellation or curtailment claims, if the Travel Advice Unit of the Foreign, Commonwealth and Development Office advice against "all but essential travel" is solely due to **coronavirus**;
19. any economic sanction or trading restriction imposed under United Nations resolutions or by **UK**, which prohibits **us**, the **insurer** from providing cover under this policy;
20. claims arising from **your** wilful, malicious or unlawful acts;

21. a **pre-existing medical condition** not declared to and accepted by **us** in writing;
22. **you** driving, or in charge of a vehicle where **your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the incident occurs;
23. **you** failing to meet the eligibility criteria under this policy.