



INTRODUCTION TO YOUR POLICY

This policy has been arranged by ROCK Insurance Group which is a trading style of Rock Insurance Services Limited on behalf of Leisure Guard Insurance which is a trading style of Business Brokers 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 Business Brokers Limited by visiting <http://www.fca.org.uk/register/> or by telephoning 0800 111 6768.

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

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

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

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

You should read the important conditions and exclusions to ensure that this policy is right for You.

Specifically You should note that the policy may not be applicable if:

- You reside outside the United Kingdom;
- You are over the age of 79 years old;

You must tell **us** if **you** know about anything which may affect **our** decision to accept **your** insurance. If **you** are not sure whether to tell **us**, then please inform **us** anyway.

If you are in any doubt about any aspect of this policy wording and how it relates to You please contact us using the telephone number on your certificate of insurance.

Leisure Guard always aim to provide a first class service. However if You have any cause for complaint, any enquiry should be addressed in the first instance to The Compliance Manager, Leisure Guard Insurance, Belvedere House, Bristol Airport, Bristol BS48 3DP or email info@leisureguardtravelinsurance.co.uk. Should You remain dissatisfied You may have the right to ask the Financial Ombudsman Service to review **your** complaint.

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

IMPORTANT

Under the new travel directive from the European Union (EU), You are entitled to claim compensation from **your** airline if any of the following happens:

1. **You are not allowed to board or your flight is cancelled:** If You check-in on time but You are not allowed to board because there are too many passengers for the number of seats available or **your** flight is cancelled, the airline operating the flight must offer You financial compensation.
2. **There are long delays:** If You are delayed for two hours or more, the airline must offer You meals and refreshments, hotel accommodation and communication facilities. If You are delayed for more than five hours, the airline must also offer to refund **your** ticket.
3. **Your baggage is damaged, lost or delayed:** If **your** checked-in baggage is damaged or lost by an EU airline, You must make a claim to the airline within seven days. If **your** checked-in baggage is delayed, You must make a claim to the airline within 21 days of when You get **your** baggage back.
4. **You are injured or die in an accident:** If You are injured in an accident on a flight by an EU airline, You may claim damages from the airline. If You die as a result of these injuries **your family** may claim damages from the airline.
5. **You do not receive the services You have booked:** If **your** tour operator does not provide the services You have booked, for example, any flights or a part of **your** package holiday, You may claim damages from the tour operator. You can download more details from http://ec.europa.eu/transport/passengers/air/air_en.htm

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SECTION A - YOUR TIMESHARE POLICY

PLEASE take a little time to read and understand what we will cover and what we will not cover along with what **you** should do in the event of a claim to avoid any frustration or disappointment.

We would also like to draw **your** attention to restrictions on this policy in terms of age and **pre-existing medical condition(s)** as outlined in this policy document.

After reading this document, if **you** decide the terms of the insurance contract does not meet **your** requirements **you** can, WITHIN 14 DAYS OF THE DATE YOU RECEIVED THIS DOCUMENT, return it to the seller from whom **you** purchased the cover, for a full refund of premium.

TIMESHARE INSURANCE

Benefits under this policy are provided by - XL Catlin Insurance Company UK Limited. Registered office: 20 Gracechurch Street, London, EC3V 0BG

Registered in England - Company No.5328622

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

This Policy Wording sets out in full details of the cover provided and is only valid if attached to a Policy Schedule (also referred to as the schedule herein) showing the sums insured and limits of the insurance provided and detailing the premium, geographical area, period of cover and persons insured.

GEOGRAPHICAL LIMITS

Area 1 - Worldwide

POLICY AGE LIMITS

79 years at time of purchasing **your** insurance

SUMMARY OF COVER

	Section	Cover Limits up to
1	Timeshare Cancellation Costs	The management and exchange fees you have paid or for which you are legally liable to 12% of the original purchase price of the contracted timeshare week(s) or points owned by you which are unused and are not recoverable from any other source in the event that you are unable to proceed with your travel arrangements due to one of the stated covered reasons for cancellation.
2	Timeshare Curtailment Costs	The pro-rata proportion of the management and exchange fees you have paid or for which you are legally liable, plus up to 12% of the original purchase price of the contracted timeshare week(s) or points for the number of scheduled nights not spent overseas, in the event that you curtail your trip as a result of one of the stated covered reasons for curtailment .

READ ME FIRST

EVIDENCE OF COVER

You should read this document carefully. It gives you full details of what is and is not covered and the conditions of the cover. Cover will vary from policy to policy and Insurer to Insurer.

CONDITIONS AND EXCLUSIONS

Conditions will apply to individual sections of **your** policy while general exclusions will apply to the whole of **your** policy. **You** have a responsibility to act honestly and provide accurate details taking reasonable care not to make a misrepresentation. Failure to do so may result in **our** non-liability for claims.

COMPLAINTS PROCEDURE

If **you** have any cause for complaint regarding this insurance, please refer to the relevant section of this document for the complaints procedure to follow.

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.

SANCTIONS

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.

CHOICE OF LAW

The parties are free to choose the law applicable to this policy. Unless specifically agreed 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**.

THIRD PARTY RIGHTS

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 insurer of the policy, XL Catlin Insurance Company UK Limited (the "Insurer"), 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 to underwrite **your** policy.
- In the event of a claim **your** personal information will be shared with the Insurer and its appointed emergency assistance company and claims administration provider Global Response whose details are stated within these 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.

For more information about how the Insurer will process **your** personal information, please see the Insurer's full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>.

If **you** have questions regarding the way in which the Insurer processes or uses **your** personal information, please contact ROCK and they will refer **your** questions to **us**.

We are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that **we** have not been able to assist with **your** complaint or concern, **you** have the right to make a complaint to the UK Information Commissioner's Office.

IMPORTANT CONDITIONS RELATING TO HEALTH

You must comply with the following conditions in order to have full protection under this policy. If **you** do not comply, **we** may, at **our** option, cancel the policy, refuse to deal with **your** claim or reduce the amount of any claim payment.

This travel insurance operates on the basis that:

- You** must be healthy, fit to travel and to undertake **your** planned trip;
- You** are not travelling against the advice of a **medical practitioner** or would be had **you** sought his/her advice;
- You** are not travelling with the intention of obtaining medical treatment or consultation abroad;
- You** do not have any undiagnosed symptoms that require attention or investigation in the future (i.e symptoms for which **you** are awaiting investigations/consultations, or are awaiting results of investigations, and where the underlying cause has not been established). **You** will not be covered under this policy for any claims arising directly or indirectly from a **pre-existing medical condition**.

CANCELLATION AND COOLING-OFF PERIOD

- Your Right to Cancel during the Cooling-Off Period**
You are entitled to cancel this policy by notifying **us** in writing, by email or by telephone within fourteen (14) days of either:
 - the date **you** receive this policy; or
 - the start of **your period of insurance**;
 whichever is the later.
A full refund of any premium paid will be made unless **you** have made a **claim** in which case the full annual premium is due.
- Your Right to Cancel after the Cooling-Off Period**
You are entitled to cancel this policy after the cooling-off period by notifying **us** in writing, by email or by telephone. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a **claim** in which case the full annual premium is due.
- Our Right to Cancel**
We are entitled to cancel this policy, if there is a valid reason to do so, including for example:
 - any failure by **you** to pay the premium; or
 - a change in risk which means **we** can no longer provide **you** with insurance cover; or
 - non-cooperation or failure to supply any information or documentation **we** request, such as details of a **claim**;
 by giving **you** fourteen (14) days' notice in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a **claim** in which case the full annual premium is due.

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.

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:

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

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

- 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;
- 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;
- 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:

- give **you** thirty (30) days' notice that **we** are terminating this policy; or
- give **you** notice that **we** will treat this policy and any future **claim** in accordance with (ii) and/or (iii) 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**.

PREGNANCY

As is consistent with the treatment of all **pre-existing medical conditions** under the policy, the policy does not intend to cover the normal costs or losses otherwise associated with pregnancy (including multiple pregnancy) or childbirth. This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications. The policy does, however, cover **you** should complications arise with **your** pregnancy due to accidental bodily injury or unexpected illness which occurs while on **your trip**.

POLICY CONTRACT PERIOD

Contract Period- Single Trip

A single return **trip**, as defined in the **period of insurance**, beginning and ending in the United Kingdom, subject to a maximum limit of 31 days and matching the **trip** dates on **your** full travel insurance policy.

Contract Period - Annual Multi Trip

Cover for each **trip** taken within the **period of insurance**, beginning and ending in the United Kingdom, subject to a maximum limit of 31 days and matching the **trip** dates on **your** full travel insurance policy.

MEANING OF WORDS

Wherever the following words and phrases appear in this policy they will always have these meanings:

Business associate: A partner, director or employee of yours who is under 66 years of age, and resident in the country of your point of departure, and has a close working relationship with you, and without whom your usual business commitments could not be fulfilled.

Carrier: A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

Certificate: The validation page issued in respect of this policy which sets out the names of the insured persons, the geographical limits, the period of insurance and any other special terms and conditions.

Civil partner: A civil partner is someone who has entered into a formal agreement with the insured person (known as a 'civil partnership') as a same sex partner so that they have the same legal status as a married couple.

Close relative: Spouse, civil partner or common law partner, parent, parent-in-law, step-parent, legal guardian, children (including legally adopted and step-children, and daughter/son-in-law), sibling (including step-siblings and sister/brother-in-law), grandparent, grandchild, or fiancé(e) of an insured person.

Common law partner: The person living with the insured person as if

husband or wife, including same sex partner, for at least six consecutive months at the commencement of the period of insurance.

Complications of pregnancy and childbirth: For the purposes of this policy complications of pregnancy and childbirth shall only be deemed to include the following: toxemia, 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.

Curtailement: Abandonment of a planned trip, after commencement of the outward journey, by return to home earlier than on the scheduled return date.

Family: The main insured person, his/her spouse, civil partner or common law partner (living together for at least six months), and dependent children or grandchildren (under 18 years of age, in full-time education) and non-related children who are travelling as part of a family group. For annual multi-trip policies, each insured person can travel independently; children travelling independently must be accompanied by a responsible adult.

Geographical limits: The worldwide countries for which you have paid the appropriate premium as specified on the certificate of insurance, except those countries or parts of countries where the Foreign & Commonwealth Office (FCO) has advised against travel.

Cover applies door-to-door, so the appropriate benefits (unless stated otherwise) apply within your country of departure once you commence your trip, and during your return journey to your home.

You will be covered when travelling by recognised public transport between countries, but not if you are being paid to crew a private motor or sailing vessel or are travelling by private plane.

Home: Your principal place of residence in the United Kingdom, used for domestic purposes, and including garage(s) and other outbuilding(s).

Home country: Your country of residence (please note for the purposes of this insurance the UK Area is defined as one country of residence).

Insured person or you/your: Each person named on the certificate and for whom the appropriate premium has been paid, resident in the United Kingdom, registered with a local doctor for the last 6 months, and at the commencement of the period of insurance being not more than 79 years of age.

Limits of cover: Unless stated to the contrary, our maximum liability in any one period of insurance is limited to the amount stated in each section, per each insured person.

Medical condition: Any medical or psychological disease, sickness, condition, illness or injury that has affected you or any close relative, business associate, travelling companion or person with whom you intend to stay whilst on your trip.

Medical practitioner: A legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to you or any travelling companion.

Period of insurance: The period shown on the certificate. Subject to:

Single trip policies: Cancellation cover starts when you purchase this insurance or when you book your trip, whichever is the later. Cover for all other sections applies for the duration of your trip, as stated on the certificate. Please refer to the definition of trip for conditions on trip limits.

There is no cover under the section cancellation, **curtailement** and trip interruption of this policy outside the period of insurance. However, if during the period of insurance you book a trip with a start date after the expiry of your annual multi-trip policy then cancellation cover will continue for that trip provided you renew this policy on or before its expiry date and there is no gap in cover.

Legal advice continues to apply for up to 7 days after you return home.

Annual multi-trip policies: Cover applies as for single trip policies however, the period of insurance is for 12 months during which you are covered for each trip you book and undertake within that period. Please refer to the definition of trip for conditions on trip limits.

Pre-existing medical conditions (important health requirements):

1. 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;
2. Any terminal illness or any heart, heart-related or circulatory condition; or any respiratory condition; any stress, anxiety, depression or any other psychological condition; any cancerous condition; or any cerebral condition at any time.

Redundancy, redundant: You becoming unemployed under the Protection of Employment Act. You must have been given a notice of redundancy and qualify for payment under the current redundancy payments legislation.

The following are not included in the definition:

- Any employment which has not been continuous and with the same employer;
- Any employment which is not on a permanent basis;
- Any employment which is on a short term fixed contract;
- Any instance where you had reason to believe that you would be made redundant at the time of booking your trip.

Strike or industrial action: Any form of industrial action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Trip: A journey within the countries of the geographical limits, during the period of insurance:

Single trip policies: the number of days subject to a maximum limit of 31 days for which you have paid the appropriate premium.

Annual multi-trip policies: A maximum of 31 consecutive days which take place entirely during the period of insurance (or continue into the next period of insurance if your contract is renewed with us, and is in force at the time of any incident resulting in a claim).

UK or area: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

We, our or us: Catlin Insurance Company (UK) Ltd.

SECTION 1 – TIMESHARE COVER

What You Are Covered For:

The Insurer will reimburse **you** up to the amount shown in the Summary of Cover if **your trip** is cancelled or curtailed due to any one of the reasons listed.

Reasons for Cancellation and Curtailement:

- a) Death, serious illness or serious injury, occurring during the **period of insurance**, to **you**, **your** travelling companion, a relative or close **business associate** of **you** or **your** travelling companion, or the person with whom **you** have arranged to stay whilst on the **trip**;
- b) **Your** being called for jury service or witness call;
- c) Accident to **your** vehicle within 7 days prior to intended date of departure (applicable to self-drive holidays only);
- d) **Your** posting overseas or emergency and unavoidable requirements of duty in the Armed Forces, Police, Fire, Nursing or Ambulance Services;
- e) **Your redundancy** notified during the **period of insurance** which qualifies for payment under the Redundancy Payments Act;
- f) Fire, flood or burglary at **your home** or place of business occurring or becoming apparent within 5 days prior to the commencement of the journey or holiday;
- g) **Your** presence being required by the police following burglary at **home** or **your** place of business;
- h) **You** abandoning **your trip** following the cancellation of or a delay of more than 12 hours in the departure of **your** outward international flight, sea-crossing, coach or train journey, forming part of the booked **trip's** itinerary, as a result of **strike or industrial action** (of which **you** were unaware at the time **you** booked the **trip**), adverse weather conditions, or the mechanical breakdown of, or accident of, the aircraft, sea vessel, coach or train;
- i) **Your** compulsory quarantine.

What You Are Not Covered For:

In addition to the General Exclusions of the policy, the Insurer shall not be responsible for:

1. disinclination to travel or continue travelling;
2. claims arising from any **pre-existing medical condition** which is specifically advised as excluded under Important Conditions Relating to Health and where **you** do not comply with the conditions laid out in this section.
3. normal pregnancy, without any accompanying bodily injury, illness, disease or complication;
4. claims arising which are not supported by written medical confirmation and clinical reports from medical service providers, as well as all other proof of the happening of an event causing cancellation or **curtailement**;
5. claims arising where **you** have not been able to receive the necessary inoculations or vaccinations or obtain necessary visas;
6. claims arising from **your** financial circumstances other than due to **redundancy** where **you** qualify for **redundancy** payment under current EU legislation;
7. claims arising from a change in work commitments or holiday entitlement;
8. claims arising from any loss resulting from the cancellation or delay of a flight, subsequent to **your** initial international departure or return from or to **your** country of residence.
9. claims arising from **strike or industrial action**, if the **strike or industrial action** was notified at the time the insurance was purchased or the **trip** was booked (whichever is later);
10. **your** failure to check in as per **your** original itinerary;
11. claims where **you** have not obtained written confirmation from the **carrier** stating the period and reason for the delay;

12. withdrawal from service of the aircraft, sea vessel, coach or train on which **you** are booked to travel, by order or recommendation of the regulatory authority in any country. **You** should direct any claim in this case to the transport operator involved;
13. any costs relating to airport taxes or air passenger duty. **You** should obtain a refund from **your carrier** for such charges;
14. failure by the provider of any part of the booked **trip** to supply the service or transport (whether as a result of error, insolvency, omission or default), unless the event is specifically covered by this policy. **You** should direct any claim in this case to the provider involved.

SPECIAL NOTE:

It is a condition of this section that any claim for Cancellation be advised verbally to the claims administrators as soon as possible and then confirmed in writing to them as soon as possible thereafter. Curtailment must be authorised by the Assistance company following confirmation from the treating doctor that IT IS MEDICALLY NECESSARY THAT THE INSURED CURTAILS THEIR TRIP, where the curtailment is due to an illness/injury.

If you curtail your trip due to an illness/death of a third party, family member or relative then you must also ring the Assistance company, otherwise your claim may be declined. You must always take action to mitigate your costs.

GENERAL CONDITIONS

1. **You** must tell **us** if **you** know about anything which may affect **our** decision to accept **your** insurance. If **you** are not sure whether to tell **us**, then please inform **us** anyway.
2. **You** must take all reasonable steps to avoid or minimise any claim. **You** must act as if **you** are not insured.
3. **You** must avoid needless self-exposure to peril unless **you** are attempting to save human life.
4. **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
5. **You** must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if **you** are unsure as to what is covered or excluded, contact the Travel Helpline as quoted on **your certificate** of insurance.
6. **We** are entitled to take over **your** rights in the defence or settlement of a claim, or to take proceedings in **your** name for **our** own benefit against another party and **we** shall have full discretion in such matters. This is to enable **us** to recover any costs **we** have incurred from any third party who may have liability for the costs.
7. **We** may, at any time, pay to **you** **our** full liability under this policy after which no further liability shall attach to **us** in any respect or as a consequence of such action.
8. Where it is possible for **us** to recover sums that **we** have paid out under the terms of the policy, **you** will co-operate fully with **us** in any recovery attempt **we** make and **we** will pay all costs associated with the recovery of **our** outlay. **You** agree not to take any action that may prejudice **our** recovery rights and will advise **us** if **you** instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this policy. The sums **we** have paid out under the terms of the policy will be reimbursed from any recovery made.
9. **We** may at any time and at **our** expense take such action as **we** deem fit to recover property lost or stated to be lost.
10. In the event of a valid claim **you** shall allow **us** the use of any relevant Travel Documents **you** are not able to use because of the claim.
11. **You** must notify **us** in writing of any event which may lead to a claim, within 28 days of **your** return **home**. As often as **we** require, **you** shall submit to medical examination at **our** expense. In the event of the death of an **insured person** **we** shall be entitled to have a post mortem examination carried out at **our** expense. **You** must supply **us** with a written statement substantiating **your** claim, together with (at **your** own expense) all Certificates, information, evidence and receipts that **we** require.
12. **We** may give 7 days notice of cancellation of this policy by recorded delivery to **you** at **your** last known address. In this case **we** shall refund to **you** the unexpired pro-rata portion of the premium **you** have paid, subject to there having been no known claims or losses.
13. If any dispute arises as to the policy interpretation, or as to any rights or obligations under this policy, **we** offer **you** the option of resolving this by using the arbitration procedure **we** have arranged. Please see the details shown under Customer Satisfaction. Using this service will not affect **your** legal rights. If **you** are unsure of **your** legal rights, **you** should contact the Citizens' Advice Bureau.
14. **You** will be required to repay to **us**, within one month of **our** request to **you**, any costs or expenses **we** have paid on **your** behalf which are not covered under the terms and conditions of this policy.
15. This policy is subject to the Laws of England and Wales unless **we** agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes.
16. **You** must pay the appropriate premium for the full number of days comprising **your** planned **trip**. If **you** travel for more than the number of

days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.

GENERAL EXCLUSIONS

No section of this policy shall apply in respect of:

1. Any person who has reached the age of 80 years at the commencement of the **period of insurance**.
2. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this policy, be insured by any other existing Certificates, policies, or motoring organisation's services. If **you** have any other policy in force, which may cover the event for which **you** are claiming, **you** must tell **us**.
3. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which **you** would have paid for in any case).
4. **We** will not pay for any losses which are not directly covered by the terms and conditions of this policy. Examples of losses **we** will not pay for include loss of earnings due to being unable to return to work following injury or illness happening while on a **trip** and replacing locks if **you** lose **your** keys.
5. **We** will not pay for costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to an **insured persons** illness or injury), interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday and any additional travel or accommodation costs.
6. Any deliberately careless or deliberately negligent act or omission by **you**.
7. Any claim arising or resulting from **your** own illegal or criminal act.
8. Needless self-exposure to peril except in an endeavour to save human life.
9. Any claim arising directly or indirectly from **your** drug addiction or solvent abuse, excessive alcohol intake, or **you** being under the influence of drug(s).
10. Any claim arising or resulting directly or indirectly from **your** suicide, attempted suicide, or intentional self-injury.
11. **You** engaging in Manual Work in conjunction with any profession, business or trade during the **trip**.
12. **You** fighting except in self-defence.
13. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the **insured person** or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **insured person** whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded herein is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This exclusion does not apply to claims under the sections Medical Emergency & Repatriation and Personal Accident.
14. **You** travelling to a country, or parts of countries, or specific area or event to which the Foreign and Commonwealth Office has advised persons not to travel.
15. Loss or destruction or damage or any expense whatsoever resulting from: ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
16. Delay, loss, damage or injury, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
17. Delay, loss, damage or injury, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly operate as a result of a computer virus. Computer viruses include any program or software, which prevents any operating system, computer program or software working properly or at all.

18. Any claim when **you** have not paid the appropriate premium.
19. Loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on **our** part can be demonstrated.
20. Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this policy relates, whether provided by **us** or by anybody else (whether or not recommended by **us** and/or acting on **our** behalf) unless negligence on **our** part can be demonstrated.

MAKING A CLAIM ON YOUR RETURN HOME

For all claims please call 0343 658 0345

Lines are open 9am - 5pm Monday to Friday (except for public holidays). Please have **your certificate** number to hand, and have ready any documents **you** may have that could be relevant to **your** claim (for example medical Certificates, travel tickets, boarding passes, letters from authorities/public transport providers/airlines, depending on which section of cover **you** are claiming for).

As **your** claim relates to a timeshare please ensure that **you** enclose a copy of the timeshare management agreement.

If **you** do not have any documents with **you**, **your** claim might be delayed, please ask the operator for assistance.

You may need to get additional information about **your** claim while **you** are away. **You** may also be asked to send **us** additional information and documentation (**we** will give **you** advice if this becomes necessary). The nature of the documentation **we** need may include hotel bills, hospital bills, pharmacy receipts and/or taxi receipts and will depend on **your** individual circumstances and the type of claim **you** are making.

Please read the general conditions contained in this policy document and the relevant sections of **your** policy for more information. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills.

Claims Cooperation

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

Access to additional materials

You shall provide **us**, or designated representatives, all information, documentation, medical information that **we** or they may reasonably require during the term of this policy, or until all claims have been resolved, whichever is later.

Right to medical records and medical examination

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

CUSTOMER SATISFACTION

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

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

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

Phone: 0800 023 4567

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

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. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this policy. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk