

# TRAVEL INSURANCE POLICY WORDING





Thank you for purchasing your insurance from *JustTravelcover*.

Our policies are designed to provide peace of mind for all travelers regardless of age or medical history. We aim to help all travelers enjoy their experience to the fullest by providing high quality, reasonably priced travel insurance which can be tailored to meet your specific requirements.

We would advise You keep Your Policy documents in a safe place in case You need assistance or need to make a claim. Your documents can also be accessed securely via www.justtravelcover.com online portal 24 hours per day.

If you have any questions or queries, please do not hesitate to contact Us on any of the numbers below:

### Before you travel:

Customer Service: Sales: Email:

0333 003 0021 0800 294 2969 admin@justtravelcover.com

### While you are away:

24 Hour Medical Emergency Assistance: +44 (0) 203 824 0742

Please contact the Medical Emergency Assistance Company immediately and within 24 hours in the event of a medical emergency or if Your outpatient treatment is likely to cost more than £500.

### When you return:

**Claims:** 

### 01702 746560

### www.submitaclaim.co.uk/a2t

Please note: This is a travel insurance policy and not private medical insurance and does not provide cover for procedures that can be carried out in Your Home Country after repatriation, or any medical expenses incurred in private facilities if a medically suitable State facility is available unless specifically agreed and authorised by the Medical Emergency Assistance Company.

### Able2Travel Travel Insurance Policy 2021/22

#### ref: VOY/A2T/2021-22

**IMPORTANT INFORMATION RELATING TO SECTIONS 1-16 AND 19-21** 

We draw Your attention to the exclusions detailed in the 'General Exclusions' section, in particular, exclusions 40 and 41 on page 17, as this policy will not provide cover for any claims directly or indirectly related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**.

Please note general exclusion 40 applies to all sections of cover, whilst general exclusion 41 applies to all sections of cover with the exception of Section 1 - Cancellation or Curtailment/Loss of Holiday and Section 2 – Emergency Medical Expenses and Repatriation.



Please be aware, there is no cover under this **Policy** if **You** are advised to quarantine or **You** choose to self-isolate due to a person **You** have come into contact with having **Coronavirus**.

Provided You have paid the appropriate premium as shown on Your certificate, You are covered in accordance with the full wording shown herein up to the limits indicated below. The limits apply per person for each separate Trip. The excesses apply for each person and each section of each claim unless otherwise stated.

#### Cover Levels & Limits **Benefits Schedule** Per Person Per Trip Sections of Cover Bronze Silver Gold Excess - per person and per section of each claim († Unless otherwise stated) £175 £95 £50 £50 £50 Loss of Deposit £50 1. Cancellation or Curtailment/Loss of Holiday £1,500 £2,500 £5,000 2. Emergency Medical Expenses and Repatriation £10,000,000 £10,000,000 £10,000,000 Including relative's additional expenses Including emergency repatriation/oversea burial of mortal expenses Including emergency pain relief dental treatment <sup>†</sup>Nil Excess applies £150 £450 £300 3. Hospital Stay Benefit (amount per day) <sup>†</sup>Nil Excess applies £500 (£15) £1,000 (£25) £2,000 (£50) 4. Personal Accident - loss of sight, limb(s) or Permanent Total Disablement † Nil Excess applies £15.000 £10.000 £20.000 Maximum payable in the event of death £5,000 £10.000 £10.000 Maximum payable in the event of death if under 16 £2.000 £2.000 £2.000 5. Additional Cover on your return Home † Nil Excess applies Aftercare - Home Help or Nanny £200 £300 £400 - UK Physiotherapy Treatment £200 £400 £500 Including - UK Medical Exam No cover £200 £400 Convalescence/Recuperation Holiday No cover £400 £750 Modification to your home No cover £300 £750 6. Travel Delay & Abandonment Travel Delay on your outbound journey (amount per 12 hours) † Nil Excess applies £100 (£20) £150 (£25) £350 (£50) Abandonment (after 24 hours) £1,500 £2,500 £5,000 7. Missed Departure & Connections <sup>†</sup>Nil Excess applies £500 £750 £1,000 8. Personal Baggage - overall limit (£500 for under 18's) £1.250 £2.000 £3.000 Maximum per item, pair or set £150 £200 £350 Total limit for all valuables £200 £300 £500 Spectacles and sunglasses £100 £200 £300 Unreceipted items limit £250 £250 £250 Emergency purchases † Nil Excess applies £100 £150 £200 9. Additional Cover For Your Medical Items Loss or damage to Medical Aids £500 £750 £1.000 Loss or damage to prescribed medications <sup>+</sup>Nil Excess applies £100 £200 £300 Emergency replacement of prescribed medications <sup>†</sup>Nil Excess applies £100 £350 £450 £1,000 (£200) Delayed mobility equipment & medical aids (per day) † Nil Excess applies No cover £250 (£50) 10. Personal Money £200 £350 £500 Cash limit (£50 for under 18's) £100 £200 £300 11. Loss of Passport & Travel Documents † Nil Excess applies £200 £300 £500 12. Personal Liability £1,000,000 £1,500,000 £2,000,000 13. Legal Expenses £10.000 £15.000 £20.000 14. Catastrophe & Travel Disruption No cover No cover Extended Cancellation or Curtailment/Loss of Holidav £3.000 Extended Travel Delay and Abandonment £3,000 Catastrophe & Travel Disruption Cover related to pre-booked accommodation £3.000 Extended Missed Departure † Nil Excess applies £1.000 15. Kennel & Cattery Fees <sup>†</sup>Nil Excess applies £50 £100 £250 16. Hijack, Kidnap & Mugging Benefit (amount per 24 hours) £500 (£25) £1,000 (£50) £1,500 (£75) 17. End Supplier Failure Insurance † Nil Excess applies £1,500 No cover' No cover' 18. Travel Dispute No cover\* No cover\* £25.000

\* Sections 17 & 18 - Included on Gold cover, can be added to the same limit as included on Gold to Bronze and Silver by payment of an additional premium.

	The Following Sections Only Apply If You Have Paid The Additional Premium				
Benefits Schedule		Cover Levels & Limits Per Person Per Trip			
	Sections of Cover	Bronze	Silver	Gold	
Provided You have paid the appropriate premium as shown on Your certificate, You are covered in accordance with the full wording shown herein up to the limits indicated below. The limits apply per person for each separate Trip. The excesses apply for each person and each section of each claim unless otherwise stated.					
	Excess - per person and per section of each claim († Unless otherwise stated)	£175	£95	£50	
Section 19 Winter Sports Cover Option Cover					
19.	Winter Sports Cover Winter sport equipment i. owned or borrowed Winter Sports Equipment (amount per item, pair or set) ii. hired Winter Sports Equipment (amount per item, pair or set) Winter sports equipment hire (amount per day) <sup>†</sup> Nil Excess applies Lift pass Ski pack (amount per day) <sup>†</sup> Nil Excess applies Piste closure (amount per day) <sup>†</sup> Nil Excess applies	£500 £250 £150 £300 (£15) £250 £300 (£15) £300 (£15)	£750 £350 £200 £400 (£20) £500 £400 (£20) £400 (£20)	£1,000 £500 £400 £500 (£25) £750 £500 (£25) £500 (£25)	
	x <b>tion 20 Cruise Plus Cover Option</b> policy does not offer any cover, under any section of the policy for <b>Cruise</b> travel unless this opt	tion is purchased.			
20.	Cruise Cover Rejoin your Cruise Missed Port Benefit (per port) † Nil Excess applies Cabin Confinement (amount per day) † Nil Excess applies Cruise Itinerary Changes (amount per port) † Nil Excess applies Unused Pre-booked Excursions Cruise Interruption	£250 £300 (£75) £300 (£75) £300 (£75) £300 £300 £300	£500 £400 (£100) £400 (£100) £400 (£100) £400 £400 £400	£750 £600 (£150) £600 (£150) £600 (£150) £600 £600	
Section 21 Golf Cover Option					
21.	Golf Cover Golf equipment Maximum per item Golf equipment hire (amount per day) † Nil Excess applies Green fees (amount per day) † Nil Excess applies	£1,000 £250 £250 (£25) £250 (£25)	£1,500 £350 £400 (£40) £400 (£40)	£2,500 £500 £750 (£75) £750 (£75)	

#### Need medical help abroad? Our nominated emergency service is here to help Call Our nominated emergency service first on +44 (0) 203 824 0742

For emergencies: if You are taken by ambulance to hospital following an emergency call, You or a Travelling companion should call Our nominated emergency service as soon as possible once You have been admitted to hospital.

For non-emergencies: if You need a GP, or need to go to A&E or a clinic, Call Our nominated emergency service first, before You try to locate help, so the nominated emergency service can guide You to the safest and most appropriate source of treatment.

If You are unfortunate enough to need medical help whilst abroad please call the 24/7 nominated emergency service first on:

#### +44 (0) 203 824 0742

The highly experienced multi-lingual team are available to talk 24 hours a day, to advise You or Your Travelling companion of what steps to take. Their aim will always be to establish the best treatment available to You in the country You are visiting.

#### Their first steps will always be to...

- Confirm that You're in a place of safety;
- Establish the best local treatment available to You;
- Consider Your health and best interests:

#### Important Note:

It may affect Your claim if You, Your Travelling companion or a doctor/nurse does not contact Our nominated emergency service on the number above. Our nominated emergency service do not cover any costs over £500 where prior agreement regarding treatment has not been obtained from Our nominated emergency service.

The team of in-house doctors, nurses and experienced case managers will advise You, Your Travelling Companion, and/or Your treating doctor, of what steps to take.

#### They understand how important it is to have someone who ...

- You can contact at any time of the day or night You can trust has the medical expertise to guide
- You to the right course of treatment Has an in-depth understanding of how and when
- to transfer sick and injured patients back Home Will speak to You in a language You can
- understand. The team is focused on trying to take some of the

worry out of what can be an incredibly stressful situation so they will keep Your key contacts updated on Your progress for You and if need be, They will fly a doctor or nurse out, with specialist repatriation equipment, to accompany You Home.

They actively monitor the capabilities of medical facilities throughout the world and use this knowledge to determine whether You need to be transferred to a different facility. Once they are satisfied that You are getting the appropriate treatment, they will agree a treatment plan with Your treating doctor and You. If You cannot be discharged in time to continue Your Trip as planned, they will make arrangements to bring You Home at the appropriate time

#### Period of Insurance

If You have paid the appropriate annual multi-trip travel insurance premium and You are 75 years old or under at the start date of the period of cover shown on Your certificate, the overall period of insurance shall be for 12 months starting from the date shown. This insurance then covers an unlimited number of holiday/leisure Trips starting within that period, except that if You are undertaking a Trip that exceeds the maximum number of days shown in the benefits schedule You will not be covered. Wintersports are covered (subject to payment of the appropriate additional premium and shown on Your Policy certificate) up to the total number of days shown in the benefits schedule. You are insured when travelling on leisure or business.

Except as stated below, cover for each separate Trip under this insurance starts when You leave Your Home or place of business in Your Home country at the start of Your Trip, and finishes as soon as You return to Your Home or place of business in Your Home country.

You are only covered for the period for which a premium has been paid and in any event the total period of any one Trip must not exceed the period shown in the benefits schedule.

For cancellation only (section 1), cover starts from the date shown on Your certificate or the date You book Your Trip, whichever is the later.

If Your return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of delay.

Policy features table Single Trip policy features			
	Bronze	Silver	Gold
Maximum age at date of departure	75	75	75
Maximum period per Trip if aged 65 years or under	184 days	184 days	184 days
Maximum period per <b>Trip</b> if aged 66 to 75 years	45 days	45 days	45 days
Annual Multi-Trip features			
Maximum age at start date of the period of cover shown on <b>Your</b> certificate	75	75	75
Maximum period per Trip	31 days	31 days	31 days
Home country Trips (min 2 nights in pre-booked and pre-paid accommodation)	Included	Included	Included
Family members can travel separately if named on Your certificate	No	No	Yes
Wintersports - upon payment of an additional premium and shown on Your Policy certificate - up to total maximum of	21 days	21 days	21 days

#### How to Make a Claim

#### Sections 1-16 and 19-21

For all claims under sections 1-16 and 19-21 please request an appropriate claim form by using the contact details below.

The fastest and easiest way to make a claim under these sections is to make a claim at:

#### www.submitaclaim.co.uk/a2t

Please quote VOY/A2T/2021-22/Just

The process should take approximately 10-15 minutes to complete (depending on the type of claim), but before continuing You should ensure You have Your Policy certificate, Trip dates, supporting documentation and details of the incident.

#### Claims Settlement Agencies Ltd 308 London Road, Hadleigh, Benfleet, Essex, SS7 2DD Tel: 01702 746560 Email: admin@csal-claims.co.uk To download a claim form please visit www.csal.co.uk

Please do not send in any documentation until **You** have a completed claim form to go with it. The claim form lists the additional documentation necessary to support **Your** claim. Always make sure that any loss or theft of **Valuables** or any items are reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report or reference obtained in the country where the incident occurred. If **Your Baggage** is damaged or lost in transit whilst "checked-in" **You** must report it to the handling agents or airline as soon as possible on collection and obtain a Property Irregularity Report. These reports (if applicable to **Your** claim), together with all available receipts and any other requested documentation, must be submitted with **Your** claim form.

#### Section 17

Any occurrence which may give rise to a claim under section 17 should be advised as soon as reasonably practicable to the following by quoting **Your** policy number, Travel Insurance Policy name and **reference ESFI-V2.20**:

IPP Claims at Sedgwick, Oakleigh House, 14-15 Park Place, Cardiff, CF10 3DQ United Kingdom Telephone: +44 (0)345 266 1872 Email: insolvency-claims@ipplondon.co.uk Website: www.ipplondon.co.uk/claims.asp

#### Section 18

Failure to comply with the following terms could mean that **We** decline to pay **Your** claim.

 All potential claims must initially be reported to Our appropriate Claims Helpline Service, which operates between the hours of 09.00 – 17.00 Mondays to Friday excluding Bank Holidays.

#### Claims Notification & Advice Helpline Service 01384 377000

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

You must notify Us during the Period of Insurance and within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this Policy, and must obtain in writing Our consent to incur Professional Fees. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.

We will give such consent if You can satisfy Us that there are reasonable Prospects of Success in pursuing or defending Your claim and that it is necessary for Professional Fees to be paid and You have paid the Excess.

- We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.
- If after receiving a claim or during the course of a claim  $\ensuremath{\textbf{We}}$  decide that:
- 1. Your Prospects of Success are insufficient;
- 2. It would be better for **You** to take a different course of action;
- 3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further **Professional Fees** for this claim.

- Whilst the **Policy** may include events that occur Worldwide, **Policy** cover will only operate where **Legal Proceedings** can be brought within the **Court** Jurisdiction of a country within the **United Kingdom** or European Union.
- If **You** can convince **Us** that there are sensible prospects of being successful in **Your** claim and that it is reasonable for **Professional Fees** to be paid **We** will:
- take over the claim on Your behalf; or
  appoint a specialist of Our choice to act on Your behalf.

 We may limit any Professional Fees that We will pay under the Policy in the pursuit, continued pursuit or defence of any claim:

- 1. if **We** consider it is unlikely a reasonable settlement of **Your** claim will be obtained; or
- where the likely settlement amount is disproportionate to the time and expense incurred in pursuing or defending Your claim; or
- 3. there is insufficient prospects of obtaining recovery on any sums claimed.
- Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this **Policy** providing that all the terms and conditions of this **Policy** have been complied with.
- If Legal Proceedings have been agreed by Us. You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).
- At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.
- In the event that You make a claim under this Policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the insurer.

### Eligibility

This policy is only available to You if:

- You are resident in the United Kingdom, Isle of Man or Channel Islands and have Your main Home in the United Kingdom, Isle of Man or Channel Islands;
- You have been in the United Kingdom, Isle of Man or Channel Islands for a minimum of 6 months in the year prior to purchasing this policy;
- You are registered with a General Practitioner in the United Kingdom, Isle of Man or Channel Islands;
- You are 18 years of age or over at the date of buying this policy, unless traveling with an adult insured and named on this policy;
   You hold a UK Netional house the second second
- You hold a UK National Insurance number or a Channel Island Social Security Number (where aged 16 years of age or older);
   You are not travelling against medical advice or where You was
- You are not travelling against medical advice or where You would have been if You had sought medical advice before beginning Your Trip;
- You are not travelling with the intention of receiving medical treatment;
- At the time **You** purchase this policy, **You** and all persons insured are not aware of any reason that could give rise to a claim;
- Your Trip starts and ends in the United Kingdom, Isle of Man or Channel Islands (single trip or annual multi-trip cover only).
  - In the event that You make a claim under this Policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

#### Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions. Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

#### Conduct of Claim

- 1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
- 2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
- 3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any Court, witness, expert or agent or other person without Our agreement.

#### **Recovery of Costs**

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

#### Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if **You** make a claim which is in any respect false or fraudulent.

PLEASE NOTE THAT IF YOU ENGAGE THE SERVICES OF ANYONE PRIOR TO MAKING CONTACT WITH THE CLAIMS HELPLINE SERVICES AND INCUR ANY COSTS WITHOUT OUR PRIOR WRITTEN APPROVAL THESE COSTS WILL NOT BE COVERED BY THIS INSURANCE.

### **Disclosure of your Medical Conditions**

So that We can ensure You are provided with the best cover We can offer please read and answer the following questions accurately and carefully

Your policies do not cover claims arising from any Existing medical conditions that require You to answer 'Yes' to the questions below.

	1. Has anyone travelling ever had treatment for:         YES→         any heart or circulatory condition?		If <b>You</b> have answered <b>YES</b> to any of the questions on the left, <b>You</b> must tell <b>Us</b> , in order to seek cover for <b>Your</b> medical condition(s), although an increased premium or excess may be required to	
	any type of diabetes?	YES-	do so.	
	a stroke or high blood pressure?	YES-	To enable <b>Us</b> to consider <b>Your</b> medical condition please contact	
NO	any type of cancer, whether in	YES-	JustTravelcover Healthchec	
	remission or not?		+44 (0) 333 003 0021	
	any lung or breathing condition?	YES-	9am-8pm Monday–Friday 9am4pm Saturday	
	an organ transplant or dialysis?	YES-	10am-4pm Sunday	
		YES-	Should <b>We</b> require any additional premium, and <b>You</b> accept <b>Our</b> offer.	
	<ol> <li>In the last 5 years, has anyone travelling suffered from a serious or recurring medic</li> </ol>	al	this should be paid to JustTravelcover Healthcheck, and sent within 14 days	
	condition, been prescribed medication or received treatment or attended a <b>Medical</b>		of Our offer. If Your Existing medical	
	Practitioner's surgery?		<b>condition</b> would require an additional premium to be covered and <b>You</b>	
NO	1	YES-	choose not to declare it, <b>We</b> reserve the right to decline a claim relating to this	
	<b>3.</b> In the last 5 years, has anyone travelling been referred to a specialist or consultant		condition, unless otherwise agreed by <b>Us</b> in writing. Full confirmation of <b>Our</b>	
	at a hospital or clinic for tests, diagnosis o	r	terms and conditions will be sent out to <b>Your</b> address after <b>Your</b> call. <b>Any</b>	
NO	treatments or attended as an outpatient?		additional medical conditions not declared to Us will not be covered.	
		YES-	If Your answer changes to 'Yes' at any	
	<ol> <li>Has anyone travelling ever been diagnose or treated for any form of anxiety, depress</li> </ol>		point after the purchase of this policy You must call to inform Us of this	
	or Psychiatric Condition including eating disorders?		change in health to ensure You are full	
NO			covered for Your Trip.	
	<b>5.</b> Has anyone travelling been placed on a		BE AWARE!	
	waiting list currently for investigations or treatment?		We are unable to provide cover for any claim arising as a result of an	
NO			Existing medical condition for which anyone travelling is on a waiting list for	
	6. Has anyone travelling been diagnosed by	YES-	investigations or treatment.	
	a Medical Practitioner as suffering from a terminal Illness?	ι	We are also unable to provide cover for any claim arising as a result of a	
	terminar <b>iliness</b> ?		condition for which anyone travelling has been diagnosed by a <b>Medical</b>	
NO			Practitioner as suffering from a	
	L		terminal illness.	

7. Are You planning to take part in any hazardous activities (see general exclusions 13 to 18)? If so, please contact JustTravelcover on +44 (0) 333 003 0021 to see what cover may be available.

#### **Changes in Your Health**

- 1. If Your health changes after You purchased Your policy or before booking Your Trip but before You travel, You must tell JustTravelcover on + 44 (0) 333 003 0021 about these changes if because of these You:
  - · Have seen a doctor and have seen or been referred to a consultant or specialist;
  - Have been admitted to hospital for, or are waiting to receive treatment (including surgery, tests or investigations) or the results of tests and investigations;

We will then tell You if We can cover Your medical conditions free of charge or for an additional premium.

- 2. If We cannot cover Your medical conditions, or You do not want to pay the additional premium quoted, We will give You the choice of either:
- · Making a cancellation claim for any prebooked Trips: or
- Cancelling Your policy and receiving a proportionate/partial refund (provided that You have not made a claim or are about to).

Non Travellers Health

 $\boldsymbol{W}\boldsymbol{e}$  will not provide cover for any claim if, at the time Your policy starts or booking a Trip, whichever was the later, any person on whom the Trip depends including the person with whom You are travelling or have arranged to travel, a person with whom You have arranged to reside with temporarily, a Relative, friend or Business Colleague had a medical condition for which he or she

- · was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand);
- was waiting for a hospital consultation. investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand):
- had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months.

#### **Important Features**

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We would like to draw Your attention to some important features of Your insurance including;

- 1. Insurance document You should read this document carefully. It gives full details of what is and is not covered and the conditions of the cover. Cover can vary from one policy to another so You should familiarise yourself with this particular insurance.
- 2. Conditions and exclusions Specific conditions and exclusions apply to individual sections of Your insurance, whilst general exclusions and conditions will apply to the whole of Your insurance.
- Health This insurance contains restrictions regarding the health of the people travelling and of other people upon whose health the Trip depends. You are advised to read the document carefully.
- 4. Property claims - These claims are paid based on the value of the goods at the time You lose them and not on a 'new for old' or replacement cost basis. Deductions will be made in respect of wear. tear and depreciation.
- 5. Limits This insurance has limits on the amount the Insurer will pay under each section. Some sections also include other specific limits, for example, for any one item or for Valuables in total.
- 6. Excesses Under some sections of this insurance, claims will be subject to an excess. This means each person will be responsible for paying the first part of their claim under each applicable section.
- 7. Claims arising from alcohol We do not expect You to avoid alcohol during Your Trip, but We will not cover any claim arising from excessive alcohol consumption, by which We mean where You have drunk so much alcohol that a Medical Practitioner has stated that Your alcohol consumption has caused or actively contributed to Your injury or Illness, the results of a blood test at the time of injury or Illness shows that Your blood alcohol level exceeds 0.19% that is approximately 1.5 litres of beer or four (4) 175ml glasses of wine; a witness report of a third party that has advised that You have notably impaired Your faculties and/or judgement. Please refer to general exclusions 8, 9 and 10.
- 8. Reasonable care You need to take all reasonable care to protect Yourself and Your property, as You would if You were not insured and that includes not doing anything that could reasonably be expected to cause injury or death to Yourself or others. Any amounts the Insurer will pay for property left Unattended in a public place or Unattended vehicle is very limited, as specified.
- 9. Sports & activities You may not be insured if You are going to take part in sports & activities where there is a generally recognised risk of injury. Please check that this insurance covers You, or ask Us.
- 10.Customer service We always try to provide a high level of service. However, if You think We have not lived up to Your expectations, please refer to the complaints procedure.
- 11.Cancellation rights This insurance contains a 14 day 'cooling off' period during which You can return it and get a full refund, providing You have not travelled and there are no claims. For further details on how to cancel Your policy please refer to Cancellation Rights on Page 5.
- 12.Fraudulent claims It is a criminal offence to make a fraudulent claim.
- 13. Residency This policy is only available if You are permanently resident in the United Kingdom, Channel Islands or Isle of Man and registered with a Medical Practitioner in Your Home country

#### Special Notice

This is not a private medical insurance policy and is only designed to cover you for emergency treatment

This is not a private medical insurance policy and does not cover private medical treatment, private hospital costs or other related expenses incurred, unless these have been specifically agreed and authorised by the Medical Emergency Assistance Company as part of a medical emergency covered by this policy.

This policy is only designed to cover You for emergency treatment. Emergency treatment means unforeseen and unplanned treatment that is needed for the sudden onset of an acute condition, which for medical reasons and in the opinion of Our Medical Emergency Assistance Company, cannot be delayed until You return to the United Kingdom and could be undertaken in the United Kingdom if You were to return Home (at Your own cost). The decision of the Medical Emergency Assistance Company is final.

An acute condition means: A disease, illness or injury that is likely to respond quickly to treatment which aims to return You to the state of health You were in immediately before suffering the disease, illness or injury, or which leads to Your full recovery.

#### Claims for reimbursement of costs

This insurance policy will only respond to claims for Irrecoverable costs once those principally responsible for reimbursing the cost have been exhausted. For example transport and accommodation costs -You should, in the first instance, contact Your tour operator, airline, accommodation provider, credit or debit card providers to source a refund, as in most instances, either as a result of the Package Travel & Linked Arrangement Regulations 2018; EU Transport Regulations; Consumer Credit Act; or Debit card charge backs, a refund is legally due.

#### Pregnancy

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.

#### **Reciprocal Health Agreements** EU. EEA or Switzerland

If  $\ensuremath{\textbf{You}}$  are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland You must use a European Health Insurance Card (EHIC) or Global Health Insurance Card (GHIC). You can apply for a GHIC online at www.nhs.uk/using-the-nhs/healthcareabroad/apply-for-a-free-uk-global-health-insurancecard-ghic/. This will give You the right to access state-provided healthcare during a temporary stay in the European Union. Please note that a GHIC does not replace travel insurance. In the event of liability being accepted for a medical expenses claim which has been reduced by the use of a EHIC or GHIC We will not apply the deduction of excess under Section 2 - Emergency Medical Expenses.

#### Australia or New Zealand

If You require medical treatment in Australia You must enrol with a local MEDICARE office. You do not need to enrol on arrival but You must do this after the first occasion You receive treatment. Inpatient and outpatient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE Website on www.humanservices.gov.au/medicare or

#### by emailing: medicare@humanservices.gov.au.

If You require medical treatment in New Zealand, there are reciprocal agreements, but a person may not enrol with a Primary Health Organisation (PHO). They should get the same health subsidies as a New Zealand citizen visiting a general practitioner as a casual patient, if the Medical practitioner has decided the condition needs prompt attention. For more information, please go to www.health.govt.nz or email: info@health.govt.nz. Alternatively please call Our nominated emergency service for guidance.

If You are admitted to hospital contact must be made with Our nominated emergency service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE or a Primary Health Organisation (PHO).

In the event of liability being accepted for a medical expense which has been reduced by the use of either a EHIC/GHIC, Medicare in Australia or private health insurance, **We** will not apply the deduction of a policy excess under Section 2 - Emergency Medical Expenses.

#### **Territorial Limits**

You are covered for Trips to countries within the following areas provided that You have paid the appropriate premium, as shown in Your certificate;

#### Area 1 - United Kingdom

England, Wales, Scotland, Northern Ireland and the Isle of Man.

#### Area 2 - Europe

All countries listed in "Area 1" above together with Albania, Andorra, Armenia, Austria, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Former Yugoslav Republic of Macedonia, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Macedonia, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Sardinia, Serbia, Slovakia, Slovenia, Spain (including the Balearic Islands and Canary Islands), Svalbard, Sweden, Switzerland, Turkey, Ukraine, Vatican City.

#### Area 3 - Anywhere in the world excluding Canada, Caribbean, Mexico & USA

All countries listed in "Area 1" & "Area 2" above with all countries worldwide <u>excluding</u> Canada, the Caribbean, Mexico, and the United States of America.

#### Area 4 - Anywhere in the world

All countries listed in "Area 1", "Area 2" & "Area 3" above and also including Canada, the Caribbean, Mexico, and the United States of America.

If You have bought the annual multi-trip option, Trips wholly within Your Home country are also insured but only if they include a minimum of 2 nights away from Home in pre-booked and pre-paid accommodation.

Stop-overs in a country within a higher area are insured provided they do not exceed 48 hours in each direction.

Please note: this policy does not cover Your travel to a country or specific area or event to which the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel.

It is Your responsibility to check the latest advice from the FCDO prior to commencing Your Trip, which You can find at: https://www.gov.uk/foreign-travel-advice

#### Insurer

This insurance is sold & administered by JustTravelcover on behalf of Voyager Insurance Services. Sections 1-16 and 19-21

This insurance is underwritten by Chaucer Insurance Company DAC.

#### Section 17

This is arranged by International Passenger Protection, IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR, United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE. Section 18

This is administered by Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Langham, Colchester, Essex, CO4 5NE and is underwritten by Royal & Sun Alliance Insurance Ltd.

#### **Our Regulator**

Voyager Insurance Services are authorised and regulated by the Financial Conduct Authority, FRN 305814. Registered office: Bankside 300 Peachan Way, Broadland Business Park, Norwich, Norfolk, NR7 OLB. Registered no. 3251842.

JustTravelcover is a trading name of Just Insurance Agents Limited which is authorised and regulated by the Financial Conduct Authority (FCA 610022) and registered in England and Wales (Company No. 05399196). Registered Office: Victoria House, Toward Road, Sunderland SR1 2QF.

#### Sections 1-16 and 19-21

Chaucer Insurance Company DAC is authorised and regulated by the Central Bank of Ireland and registered in the Republic of Ireland. Registered office: 38 & 39 Baggot Street Lower, Dublin 2, D02 T938, Ireland. Section 17

Liberty Mutual Insurance Europe SE are authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). 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. Section 18

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. FCA Register number 305958.

You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

#### **Financial Services Compensation Scheme**

JustTravelcover, Voyager Insurance Services Limited, Chaucer Insurance Company DAC and Royal & Sun Alliance Insurance Ltd are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if an **Insurer** is unable to meet its obligations to **You** under this policy. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100.

#### **Choice of Law and Jurisdiction**

This policy, schedule and any endorsements shall be governed by and construed in accordance with the law of England and Wales. Each party agrees that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this policy or any claim.

#### Interest

No sum payable under this policy shall carry interest.

#### **Rights of Third Parties**

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

For Your information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov. uk or contact the Citizens Advice Bureau.

#### Information You Have Given Us

In deciding to accept this policy and in setting the terms and premium, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat this policy as if it never existed and decline all claims

If We establish that You carelessly provided Us with false or misleading information it could adversely affect Your policy and any claim. For example, We may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered:
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- reduce the amount  $\boldsymbol{We}$  pay on a claim in the proportion the premium You have paid bears to the premium We would have charged You; or
- cancel Your policy in accordance with the Cancellation rights condition below.
- We or Your insurance broker will write to You if We. intend to treat Your policy as if it never existed; or
- need to amend the terms of Your policy.

If You become aware that information You have given Us is inaccurate, You must inform JustTravelcover on + 44 (0) 333 003 0021 as soon as practicable.

#### Cancellation Rights

#### Important - Applicable to all policies:

We will not refund the premium if You have travelled on the policy, or if You have made or if You intend to make a claim, or an incident has occurred which is likely to give rise to a claim.

To cancel Your policy, please telephone: JustTravelCover on +44 (0) 333 003 0021 or email: admin@justtravelcover.com

Alternatively, You can write to:

#### JustTravelcover Victoria House, Toward Road, Sunderland, SR1 2QF

1. If You wish to cancel the policy within the 14-day cooling off period

If You decide this cover is not suitable for You and You want to cancel Your policy You must contact JustTravelcover within 14 days of buying the policy or the date You receive Your policy documents. Any premium already paid will be refunded to You in full.

#### 2. If You wish to cancel the policy outside the 14-day cooling off period

a. For single trip policies:

If You cancel the policy at any time after the 14 day cooling off period, You will be entitled to a refund of the premium paid, subject to a deduction of 30% for the Cancellation cover You have received.

#### b. For annual multi trip policies:

If cover has started, You will be entitled to a pro-rata refund of premium, in accordance with the amounts shown below.

#### Period of cover Refund Due

If cover has not started	100%
Up to two (2) months	60%
Up to three (3) months	50%
Up to four (4) months	40%
Up to five (5) months	30%
Up to six (6) months	25%
Six (6) months or over	No refund

#### 3. Our right to cancel the policy

We may cancel Your policy where there is a valid reason for doing so by giving You 30 days' notice by registered post to Your last known address. A proportionate refund of the premium paid will be made to the policyholder from the date We cancel the policy. Valid reasons may include but are not limited to:

- If You advise Us of a change of risk under Your policy which We are unable to insure;
- Where  $\mathbf{You}$  fail to respond to requests from  $\mathbf{Us}$  for further information or documentation;
- Where  $\boldsymbol{You}$  have given incorrect information and fail to provide clarification when requested; and/or
- The use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers, by You or any person acting on Your behalf.

No refund will be payable if **You** have made or intend to make a claim or if Your Trip has already started.

#### Definitions

Listed below are certain words that appear throughout the policy. In all cases they will be shown in **Bold** and will have the meanings shown below.

### The below definitions apply when used in reference to Sections 1-16 & 19-21

Accident/Accidental means a sudden, unexpected event caused by something external and visible, which results directly and solely in loss, damage or physical Bodily Injury.

**Baggage** means luggage, including, clothing and personal items which are owned or borrowed (but not hired) by **You** and have been either taken or purchased on the **Trip**. The following are not included: animal skins, antiques, bicycles, binoculars, bonds, computer games and consoles, computer or telecommunications equipment of any kind, coupons, diving equipment, documents of any kind, furs, iPods, marine and craft equipment, mobile phones, money, motor vehicles, MP3 players, musical instruments, radios, sailboards or related equipment or fittings of any kind, securities, stamps, surfboards, tape recorders, television sets, travellers cheques, video equipment or DVD equipment of any kind.

**Bodily Injury** means a **Bodily Injury** which is the direct result of an **Accidental**, external, violent and visible cause, including **Accidental** injury as a direct result of being exposed to the elements. This does not include an injury caused by sickness, disease or any naturally occurring condition.

**Breakdown** means that the vehicle in which **You** are travelling stops as a result of mechanical or electrical failure due to any cause other than lack of fuel, oil or water.

**Business colleague** means a person in the same employment as **You** in **Your** country of residence, whose absence from work or place of employment for one or more complete days at the same time as **You**, prevents the effective continuation of that business.

**Complications of pregnancy and childbirth** means 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 section, medical necessary termination and premature births. This definition is only applicable if the complication occurs more than 8 Weeks (or 16 Weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Coronavirus** means **Coronavirus**, (COVID-19), including any related and/or similar conditions howsoever called, or any mutation of these.

**Couple** means all married and non-married **Couples** living in a permanent relationship at the same address.

Cruise/cruising/cruise holiday means living or travelling on a Cruise ship for any period of time. There is no cover provided for Cruises unless You have paid the appropriate additional premium and cover is shown on Your Policy certificate. In any event there is no cover for cargo or container ship travel.

*Curtailment/curtail* means cutting Your planned Trip short by early return to Your Home country or Your admission to hospital as an inpatient so that You lose the benefit of accommodation You have paid for.

**Curtailment costs** means travel costs necessary to return **You Home** before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day which is not spent overseas. The following are not included: all costs attributable to the outward and return travel tickets, whether used or unused.

*End supplier* means any service providers of major elements of **Your** booked itinerary, including transport, accommodation and ground arrangements that are booked directly with them and paid for before the start of **Your Trip** and not part of a **Package holiday**.

*Existing medical condition* means any condition that has been suffered or for which medical advice (including routine check-ups), investigation, treatment or medication has been received within the 5 years prior to the date that this insurance was arranged or the date that **You** subsequently made arrangements for a **Trip** (on an annual multi-trip policy) or **You** extended the original period of **Your** insurance. *Epidemic* means a widespread occurrence of an infectious disease in a community at a particular time. *Family* means two adults aged 65 or under (or 1 adult for a single parent family), and all of their children (including foster children) aged 17 or under. All persons must live at the same address. Only on Gold annual multi-trip policies are all insured persons entitled to travel separately providing all travellers are named on the **Policy certificate**.

Golf equipment means Your golf clubs, golf bag, trolley, golf balls and golf shoes.

*Home* means **Your** usual place of residence in the **United Kingdom**, Channel Islands or Isle of Man.

Home country means whichever one of the United Kingdom, Channel Islands or Isle of Man is Your usual place of residence.

*Illness* means any disease, infection, bodily disorder which is unexpectedly contracted by **You** prior to **Your Trip** or unexpectedly manifests itself for the first time during **Your Trip**.

Information technology system means any computer, hardware, software, information technology and communications system or electronic device, including any associated input, output or data storage device, networking equipment or back up facility.

*Insurer* means Chaucer Insurance Company DAC for sections 1-16 and sections 19-21.

Irrecoverable costs means any costs where You are not entitled to a refund by any other means, and/or costs that are not compensated elsewhere, and/or costs that are already accepted or offered by Your transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements.

Level of cover means the applicable sections of cover and the respective limits identified within the Benefits Schedule chosen by You under the policy as indicted on Your Policy certificate. The levels of cover applicable are 'Bronze', 'Silver' and 'Gold'.

Loss of holiday means the number of days You are confined to a hospital, hotel room or cabin on Your treating doctor's orders and are unable to participate in Your planned Trip, due to death, serious injury or Illness.

Medical aids means wheelchairs, walking frames and sticks, supplies and equipment designed to provide mobility and care for the disabled and any other articles of such equipment belonging to **You** or for which **You** are legally responsible.

**Medical practitioner** means a registered practising member of the medical profession registered in the country where **You** are treated who is not related to **You** or any person with whom **You** are travelling.

Non-traveller means Your Relatives or Business Colleagues who are not travelling with You and people with whom You have arranged to stay.

**Pandemic** means an **Epidemic** that has spread across a large region.

**Package holiday** means all aspects of a holiday arranged with a tour operator or travel agent prior to **Your** departure at an inclusive price.

**Personal money** means cash, being bank notes and coins, travellers' cheques, travel tickets and accommodation vouchers carried by **You** for **Your** personal use.

**Policy certificate** means the document showing details of the cover and which should be read in conjunction with this policy wording.

**Public transport** means any aeroplane, ship, train or coach on which **You** are booked to travel.

**Redundancy/redundant** means **You** becoming unemployed (provided employment has been on a continuous basis with the same employer for at least 24 months; and **You** qualify for payment under current UK redundancy payment legislation; and at the time of booking the **Trip** or purchasing this policy, whichever is the later, there was no reason to believe anyone would be made redundant) of **You** or any person who are travelling or have arranged to travel with.

**Relative** means husband or wife (or partner with whom **You** are living at the same address), parent, grandparent, parent-in-law, brother, sister, child, grandchild, brother-in -law, sister-in-law, son-in-law, daughter-in-law or fiancé(e). **Terrorism** means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, 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.

*Travelling companion* means any named person on **Your Policy certificate** or booking invoice or with whom **You** are travelling with for the whole period of **Your Trip**.

*Trip* means any holiday, leisure or business **Trip** which begins and ends in **Your Home country** during the period of insurance for which **You** have paid the appropriate premium.

Each **Trip** under annual multi-trip cover is considered to be a separate insurance, with the terms, definitions, exclusions and conditions contained in this policy applying to each **Trip**. The maximum duration for any one **Trip** is shown on **Your Policy certificate**. Please note: There is no cover under any section of the policy for **Cruise Trips** unless **You** have paid the appropriate additional premium and cover is shown on **Your Policy certificate**. In any event there is no cover for cargo or container ship travel.

**Unattended** means when **You** are not in full view of and not in a position to prevent unauthorised interference with **Your** property. Each **Trip** under annual multi-trip cover is considered to be a separate insurance, with the terms, definitions, exclusions and conditions contained in this policy applying to each **Trip**.

*United Kingdom* means England, Scotland, Wales and Northern Ireland.

Utilisation of nuclear, chemical or biological weapons of mass destruction means the use of any explosive nuclear weapon or device; or the emission, discharge, dispersal, release or escape of: fissile material emitting a level of radioactivity, or any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed; which is capable of causing incapacitating disablement or death amongst people or animals.

Valuables means jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, cameras, camcorders, photographic, audio, video, computer, television and telecommunications equipment (including CDs, DVDs, tapes, films, cassettes, cartridges, headphones, electronic readers, laptops, tablets, smartphones and mobile phones), computer games and associated equipment, telescopes, binoculars and satellite navigation equipment.

*We, Us* and *Our* means Voyager Insurance Services Limited who administer the insurance for sections 1-16 and sections 18-21 for Chaucer Insurance Company DAC.

*Winter sports* means cross country skiing (Nordic skiing), glacier skiing, recreational racing, snowmobiling, mono skiing, off piste skiing or snowboarding (providing local safety guidelines and warnings are observed), on piste skiing or snowboarding, snowblading and sledging.

Winter sports equipment means skis, snowboards, skipoles, bindings, ski-boots and snowboard boots.

You and Your means each person for whom the premium has been paid and whose age does not exceed the maximum shown in the benefits schedule. You must be resident in the United Kingdom, Channel Islands or Isle of Man and registered with a Medical practitioner in Your Home country. Each person is separately insured.

### The below definitions apply when used in reference to Section 17

*End Supplier* means the company that owns and operates the services of your booked scheduled airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions.

*Financial Failure* means the **End Supplier** becoming insolvent or has an administrator appointed and being unable to provide agreed services.

Insurer means Liberty Mutual Insurance Europe SE.

*We, Us* and *Our* means Liberty Mutual Insurance Europe SE, which is arranged by International Passenger Protection Limited.

#### The words or expressions detailed below have the following meaning wherever they appear in this policy in reference to Section 18

**Agent** means the Agent appointed by the coverholder to transact this insurance with **You**.

Authorised Professional means a solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** or an **Insured Person's** interests.

Claim Limit(s) means the amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

*Claims Specialist* means our own claims panel solicitor or claims handler.

*Court* means a *Court*, tribunal or other competent authority.

*Event* means the initial **Event**, act or omission which sets off a natural and continuous sequence of **Events** that subsequently gives rise to a claim for **Professional Fees** and/or payment of a benefit under this policy.

*Excess* means the first amount of each and every claim as detailed on the **Schedule** or **Insured Event**.

*Holiday* means a *Holiday* trip outside of the United Kingdom or a *Holiday* within the United Kingdom which includes two or more consecutive nights stay in prebooked accommodation.

*Insured Person* means the persons named within the policy **Schedule** attached to this policy.

*Insurer* means this insurance is administered by Arc Legal Assistance Limited and underwritten by Royal & Sun Alliance Insurance Ltd.

Legal Proceedings means when formal Legal Proceedings are issued against an opponent in a Court of law.

Period of Insurance means the Period of Insurance shown in the Schedule.

*Policyholder, You, Your* means the person or company who has paid the premium and is named in the **Schedule** as the **Policyholder**.

**Pre-Booked Accommodation** means a commercially run premises where a fee is charged which has been booked prior to **Your** departure on **Your Holiday** not including premises owned by friends or family.

**Professional Fees** means legal fees and costs properly incurred by the **Authorised Professional**, with **Our** prior written authority including costs incurred by another party for which **You** are made liable by **Court** order, or may pay with **Our** consent of a civil claim in the **Territorial Limits** arising from an insured incident.

In the **Event** that the matter falls within the limits of a Small Claims **Court**, the maximum amount payable to the **Authorised Professional** shall be limited to the maximum amount recoverable from that respective **Court**.

**Prospects of Success** means at least a 51% chance of the **Insured Person(s)** achieving a favourable outcome.

**Schedule** means the document which shows details of **You** and this insurance and is attached to and forms part of this policy.

Standard Professional Fees means the level of Professional Fees that would normally be incurred by Us in either handling this matter using Our own Claims Specialists or a nominated Authorised Professional of Our choice.

*Territorial Limits* means worldwide but only where **Legal Proceedings** can be brought in a United Kingdom or European Union (EU) country's **Court** Jurisdiction.

**Terrorism** means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

*Time of Occurrence* means when the **Event** occurred or commenced whichever is the earlier.

*We, Us, Our* means Arc Legal Assistance Limited and Royal & Sun Alliance Insurance Ltd.

#### Section 1 Cancellation or Curtailment/ Loss of Holiday

Cover under this section starts from the date shown on **Your** certificate or the date travel is booked, whichever is the later.

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for the pro-rata costs of the unused travel and accommodation costs (including unused pre-booked excursions up to a value of £100) that have been paid or where there is a contract to pay that cannot be recovered from anywhere else if the cancellation or Curtailment of Your Trip is necessary and unavoidable as a result of the following:

- a. You dying or You suffering Accidental Bodily Injury, or You testing positive for Coronavirus within 14 days of Your Trip departure date, or You being admitted to hospital due to testing positive for Coronavirus since You purchased Your policy or You suffering an unexpected Illness.
- b. the Accidental Bodily Injury, unexpected Illness or death of Your Travelling Companion, Your Relative or that of a Travelling Companion, Your Business Colleague or person with whom You intended to stay.
- c. receipt of a summons for jury service or being subpoenaed as a court witness (except as an expert witness).
- d. unexpected requirement for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services resulting in cancellation of previously agreed leave.
- e. Redundancy, provided that You are entitled to payment under the current Redundancy payments legislation and that at the time of booking Your Trip or buying the insurance You had no reason to believe that You would be made Redundant. You must have had 2 years continuous employment with that employer.
- f. Your presence being required to make Your property safe and secure following fire, flood or burglary that causes serious damage at Your Home within 48 hours prior to Your departure, or whilst You are away.
- g. Your car becoming unusable as a result of theft, fire or Accident within 7 days prior to Your departure. This only applies if You are planning to go on a self-drive Trip in the car.

Please note, there is no cover under b., c., d. or e. above, if this is related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**, as this is excluded - see General Exclusions 40 and 41.

Under a. above this cover extends to include the **Loss of Holiday**, where applicable, for a period in excess of 24 hours.

#### You are not covered for

- **a.** the amount of the excess shown in the Benefits Schedule.
- b. anything not included in You are covered above.
  c. any directly or indirectly related claims if at the time this insurance was arranged and each time You make arrangements for a Trip You or anyone travelling has ever had treatment for:
  - any heart or circulatory condition,
  - any type of diabetes,
  - a stroke or high blood pressure,
  - any type of Cancer, whether in remission or not,
    any lung or breathing condition,
- an organ transplant or dialysis.
  any directly or indirectly related claims if in the last 5 years, You or anyone travelling has:
  suffered from a serious or recurring medical
- condition, been prescribed medication or received treatment or attended a **Medical Practitioner's** surgery,

- been referred to a specialist or consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an outpatient.

e. any directly or indirectly related claims if at the time this insurance was arranged and each time You make arrangements for a Trip You or anyone travelling has ever been diagnosed or treated for any form of anxiety, depression or Psychiatric Condition including eating disorders.

We may agree not to apply (c,d or e) above or to accept this insurance at special terms but only if **You** have contacted the JustTravelcover Healthcheck on +44 (0) 333 003 0021 with details of **Your** condition.

- f. any directly or indirectly related claims if at the time this insurance was arranged and each time You make arrangements for a Trip You or anyone travelling:
  - has been placed on a waiting list for investigations or treatment.

 has been diagnosed by a Medical Practitioner as suffering from a terminal Illness.

- g. any claim if, at the time Your policy starts or booking a Trip, whichever was the later, any person on whom the Trip depends including the person with whom You are travelling or have arranged to travel, a person with whom You have arranged to reside with temporarily, a Relative, friend or Business colleague had a medical condition for which he or she:
  - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand);
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand);
  - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months.

If You are in any doubt, please call JustTravelcover on + 44 (0) 333 003 0021

h. any claims arising directly or indirectly from

- Coronavirus
  - if You do not have an official positive test result confirming Your diagnosis within 14 days of Your Trip departure date, or You have not been admitted to hospital due to testing positive for Coronavirus since You purchased Your policy;
  - if You are advised to quarantine or You choose to self-isolate due to a person You have come into contact with having Coronavirus;
  - under 'You are covered' points b., c., d. or e.;
    if a medical professional advises You not to
  - travel as You have underlying health conditions that place You 'at a higher risk' from Coronavirus;
  - as a result of Foreign, Commonwealth & Development Office (FCDO) advice against all (or all but essential) travel to Your intended destination;
  - as a result local government restrictions or directives prohibiting or restricting entry (for example, self isolation, quarantine or lockdown measures) to **Your** intended destination or on **Your** return **Home**;
  - any costs of Coronavirus testing, unless You are admitted to hospital as an in-patient outside of Your Home country, as a result of an Accident or Illness that is covered under section 2 - Emergency Medical Expenses and Repatriation.
- any costs incurred in respect of visas obtained in connection with the **Trip**.
- disinclination to travel.
- k. failure to obtain the necessary passport, visa or permit in time for Your Trip.
- claims arising from Your anxiety, stress, depression or any other mental or nervous disorder unless You provide a medical certificate from a registered mental health professional stating that this necessarily prevented You from travelling. Unless declared and accepted by Us in writing.
- m.the cost of Your unused original tickets where Our nominated emergency service or We have arranged and paid for You to come Home following Curtailment of the Trip. If however You have not purchased a return ticket, We reserve the right to deduct the cost of an economy flight from any additional costs We have incurred which are medically necessary to repatriate You to Your Home.
- n. You being on a hospital waiting list where the claim relates to You accepting an appointment that causes You to cancel or Curtail Your Trip.

- You being on a hospital waiting list where the claim relates to You accepting an appointment that causes You to cancel or Curtail Your Trip.
- p. any claim for promotional vouchers or reward points, without monetary value such as Air Miles or Avios Points.
- q. any claim for accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme.
- r. Any claim for Loss of Holiday not supported by a medical certificate from Your treating Medical practitioner confirming the number of days that You were confined to a hospital, hotel room or cabin.

#### Conditions

It is a requirement of this insurance that;

- a. (for Cancellation) if You become aware of any circumstances which make it necessary for You to cancel Your Trip, You must advise Your tour operator or travel agent in writing within 48 hours. The maximum amount We will pay will be limited to the applicable Cancellation charges at that time.
- b. (for Cancellation) if You wish to cancel Your Trip because You have tested positive for Coronavirus, You must provide, at Your own expense, a positive official test result confirming Your diagnosis of Coronavirus.
- c (for Curtailment) You must obtain a medical certificate from a Medical Practitioner (or if applicable, provide at Your Own expense, a positive official test result confirming Your diagnosis of Coronavirus unless agreed otherwise by Our nominated emergency service), and the prior approval of Our nominated emergency service to confirm the necessity to either:
   i) return Home prior to Curtailment of the Trip

due to death, Accidental Bodily Injury or Illness, or testing positive for Coronavirus or Complications of pregnancy and childbirth; or ii) remain in hospital for the rest of the Trip due to Accidental Bodily Injury, or testing positive for Coronavirus or Illness.

- d. (for Loss of holiday) You must obtain a medical certificate from the Medical practitioner in attendance confirming their order for You to remain confined to a hospital, hotel room or cabin, if applicable.
- e. (for Curtailment) You must contact Our nominated emergency service for assistance if You need to Curtail Your Trip for an insured reason.
- f. (for Curtailment) if You are Curtailing Your Trip (which includes Loss of holiday) payments will be calculated on a pro-rata basis taking into consideration all recoverable costs relating to travel, accommodation and excursions. If You are unable to revalidate Your return ticket We will pay for Your repatriation costs up to the same class of travel as on Your outward journey.

Please also refer to the General Exclusions and Conditions.

#### Section 2 Emergency Medical Expenses & Repatriation

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for the reasonable costs necessarily incurred as a result of You sustaining Accidental Bodily Injury, unexpected Illness (including with symptoms of or testing positive for Coronavirus), or death during Your Trip in respect of;

- a. emergency medical, surgical and hospital treatment and transportation. At the sole discretion of Our nominated emergency service, who reserve the right to make the final decision as to whether or not it is medically necessary, this also includes the cost of repatriation to Your Home country, by whatever means deemed medically necessary. The cost of emergency dental treatment to natural teeth is covered up to the amount shown in the benefits schedule provided that it is for the immediate relief of pain only.
- b. additional travel and accommodation expenses (on a bed & breakfast basis) to enable You to return Home if You are unable to travel as originally planned. A maximum amount of £2,000 per insured person applies if You have to extend Your Trip because You have tested positive for Coronavirus.

c. additional travel and accommodation expenses (on a bed & breakfast basis) for a Travelling companion to stay with You and accompany You Home, or a Relative or friend to travel from Your Home country to stay with You and accompany You Home subject to You obtaining approval from Our nominated emergency service prior to incurring any cost.

This is extended for up to two people if You are under 18 years of age.

- d. returning Your remains to Your Home or of a funeral in the country where You died, up to the equivalent cost of returning Your remains to Your Home country.
- e. with the prior agreement of Our nominated emergency service. Your necessary additional travel expenses to return Home following the death, injury or Illness of a Travelling companion insured by Us or of Your (or Your Travelling companion's) Relative or Business colleague in Your Home country.

#### You are not covered for

- a. the amount of the excess shown in the Benefits Schedule in respect of each claim unless a recovery can be made under the terms of the European Health Insurance Card (EHIC) or Global Health Insurance Card (GHIC) or any other reciprocal agreement.
- b. any directly or indirectly related claims if at the time this insurance was arranged and each time You make arrangements for a Trip You or anyone travelling has ever had treatment for: - any heart or circulatory condition,
- any type of diabetes,
- a stroke or high blood pressure,
- any type of Cancer, whether in remission or not,
- any lung or breathing condition,
- an organ transplant or dialysis.
- c. any directly or indirectly related claims if in the last 5 years, You or anyone travelling has:
- suffered from a serious or recurring medical condition, been prescribed medication or received treatment or attended a Medical Practitioner's surgerv.
- been referred to a specialist or consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an outpatient.
- d. any directly or indirectly related claims if at the time this insurance was arranged and each time You make arrangements for a Trip You or anyone travelling has ever been diagnosed or treated for any form of anxiety, depression or Psychiatric Condition including eating disorders
- e. any directly or indirectly related claims if at the time this insurance was arranged and each time You make arrangements for a Trip You or anyone travelling:
- has been placed on a waiting list for investigations or treatment
- has been diagnosed by a Medical Practitioner as suffering from a terminal illness.

We may agree not to apply (c,d or e) above or to accept this insurance at special terms but only if You have contacted the JustTravelcover Healthcheck on +44 (0) 333 003 0021 with details of Your condition.

- any claim arising from medical treatment of any f. kind occurring after You have refused the offer of repatriation when, in the opinion of Our nominated emergency service, You are fit to travel.
- g. any claim which is not supported by medical reports.
- h. any costs of Coronavirus testing, unless You are admitted to hospital as an in-patient outside of Your Home country, as a result of an Accident or **Illness** that is covered under section 2 Emergency Medical Expenses and Repatriation.
- i. any treatment or surgery; i. which is not immediately necessary and can wait until You return Home. We reserve the right to repatriate You when You are fit to travel in the opinion of Our nominated emergency service.
  - ii.which in the opinion of Our nominated emergency service is considered to be cosmetic, experimental or elective.
  - iii.carried out in Your Home country (other than the cover provided under Section 5 - Additional cover on Your return Home), or more than 12 months after the expiry of this insurance.
  - iv.not given within the terms of any reciprocal health agreements, wherever such agreements exist

- exploratory tests unless they are normally j. conducted as a direct result of the condition which required referral to hospital.
- k. claims related to manual labour unless declared to and accepted by Us.
- I. the additional cost of accommodation in a single or private room, unless it is medically necessary or there is no alternative.
- m.the costs of medication or treatment that You knew at the time of Your departure would need to be continued during Your Trip.
- n. the costs of replacing or repairing false teeth or of dental work involving the use of precious metals.
- o. any claim for pregnancy which falls outside the definition of Complications of pregnancy and childbirth.
- p. the cost of Your unused original tickets where Our nominated emergency service or We have arranged and paid for You to come Home following Curtailment of the Trip. If however You have not purchased a return ticket, We reserve the right to deduct the cost of an economy flight from any additional costs We have incurred which are medically necessary to repatriate You to Your Home
- q. Any in-patient, hospital, clinic or repatriation expenses in excess of £500 which have not been reported to and authorised by any in-patient, hospital, clinic or repatriation expenses in excess of £500 which have not been reported to and authorised by Our nominated emergency service in advance.
- costs of telephone calls, other than:
- i. calls to Our nominated emergency service notifying and dealing with the problem for which You are able to provide receipts or other evidence to show the cost of the calls and the numbers You telephoned.
- ii.any costs incurred by You when You receive calls on Your mobile from Our nominated emergency service for which You are able to provide receipts or other evidence to show the cost of the calls.
- s. the cost of taxi fares, other than those for Your travel to or from hospital relating to Your admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for You by the hospital. However, any costs incurred by You to visit another person or by another person visiting You in hospital are not covered.

Please note that it is essential under the terms of this insurance that:

- a. Our nominated emergency service is contacted immediately and their prior authority obtained if it appears likely that You require admission to hospital or You require medical treatment which will cost more than £500 (or the equivalent in local currency). If it is not possible to notify them in advance because the condition requires immediate treatment to save life or limb Our nominated emergency service must be notified as soon as possible. Failure to do so will affect the assessment of Your claim.
- b. wherever possible You must use medical facilities that entitle You to the benefits of any reciprocal health agreements, such as the European Health Insurance Card (EHIC) or Global Health Insurance Card (GHIC) within Europe and reciprocal health agreements, including those in Australia and New Zealand.
- c. if You are injured or become ill during Your Trip, the Assistance Helpline may:
  - move You from one hospital to another; and /or arrange for You to return to the United Kingdom at any time.

They will do this if they and the treating doctor think that it is safe for **You** to be moved or returned to the United Kingdom. If You choose not to, Our liability will end on the date it was deemed safe for You to be moved.

Please also refer to the General Exclusions and Conditions.

### Section 3 **Hospital Stay Benefit**

You are covered for the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for each night spent receiving in-patient hospital treatment outside of Your Home country that is covered under Section 2 - Emergency Medical Expenses and Repatriation.

Please also refer to the exclusions and conditions relating to Section 2 - Emergency Medical Expenses and Repatriation and the General **Exclusions and Conditions.** 

#### Section 4 **Personal Accident**

You are covered for the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate if You have an Accident whilst You are on Your Trip which is the sole and independent cause of Your death, permanent total disablement, loss of sight or loss of limb(s) within 12 months of the Accident.

If You are aged under 16 at the date of the Accident, the amount You are covered for in the event of Your death is shown in the benefits schedule.

Payment under this section in respect of all the consequences of an Accident shall be limited in total to the amount shown in the benefits schedule. In the event of Your death within 12 months of the Accident, the total payment will be limited to the amount shown for death.

'Permanent total disablement' means that for the twelve months following Your Accident You are totally unable to work in any occupation and at the end of that time there is no prospect of improvement. 'Loss of limb(s)' means physical loss of a hand or foot or complete loss of use of a hand, arm, foot or leg. 'Loss of sight' means total and permanent loss of sight which shall be considered as having occurred;

- a. in both eyes if Your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

#### You are not covered for

a. claims resulting from motorcycling.

- b. claims arising out of manual labour.
- a 'permanent total disablement' claim if at the C. date of the Accident You are over the age of 65 years or are not in full time paid employment.
- d. any claim for sickness, disease, nervous shock or naturally occurring condition or degenerative process

Please also refer to the General Exclusions and Conditions.

#### Section 5 Additional Cover on Your return Home

The benefit provided under this section below is intended to provide additional cover on Your return Home following hospitalisation abroad which is covered under Section 2 - Emergency Medical Expenses and Repatriation (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, as this is excluded under General Exclusions 40 and 41).

#### Aftercare

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for the cost of treatment given, prescribed or authorised by a Medical practitioner in Your Home country and agreed by Us following Accidental Bodily Injury or **Illness** that required inpatient treatment during a Trip outside Your Home country:

- a. for the employment of a home help or nanny,
- provided this was not available to You before Your Trip:
- b. for the cost of further physiotherapy treatment;
- c. for the cost of a further medical examination by a Medical practitioner back in the UK in relation to a check up or follow-up and/or any treatment or service rendered:

In relation to Your injury or Illness that required inpatient treatment during Your Trip.

#### **Convalescence/Recuperation Holiday**

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover show on Your Policy certificate towards the cost of a convalescence/recuperation Trip within Your Home country in the event that You are hospitalised for more than 5 days outside Your Home country and We have accepted Your claim under Section 2, Emergency Medical Expenses & Repatriation. You must take Your convalescence/ recuperation Trip within 3 months of Your return Home from the original Trip in which You suffered Your injury or Illness that required inpatient treatment during Your Trip. Your policy will be extended to cover Your convalescence Trip up to a maximum of 31 days.

#### Modification to your home

You are covered up to the amount shown in the Benefits Schedule for medically necessary modifications to Your Home, to cater for a new disability that is expected to last more than 90 days, that are required as a direct result of Your injury or Illness that required inpatient treatment during Your Trip and We have accepted Your claim under Section 2, Emergency Medical Expenses & Repatriation; as agreed by Us and certified by a Medical practitioner and provided such modifications were not required by You before Your Trip.

You are not covered for anything listed under 'what is not covered' under Section 2, Emergency Medical Expenses.

Please note that it is essential under the terms of this insurance that:

- Aftercare You must send Us written confirmation (at Your own expense) from Your Medical practitioner in Your Home country of the need for treatment.
- b. Convalescence the convalescence Trip must be taken within 3 months of Your return to Your Home country. You will need to provide receipts for Your Trip.

Please also refer to the General Exclusions and Conditions.

#### Section 6 Travel Delay on Your outbound journey & Abandonment

The benefit provided under Travel Delay and Abandonment below is intended to provide compensation if **You** are delayed at **Your** point of departure and is only applicable if **You** have travelled there and checked-in. If **You** have not travelled to **Your** departure point **You** will not be covered even if **You** have checked in online.

#### Travel delay on Your outbound journey

You are covered up to the amounts shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate if the departure of the Public transport on which You are booked to travel from Your Home country is delayed by at least 12 hours and for each complete 12 hours thereafter.

#### Abandonment

However, if **Your** departure from **Your Home country** is delayed for more than 24 hours and **You** choose to abandon **Your Trip**, instead of a payment for delay, **You** are covered for the cost of the **Trip**, up to the maximum claimable under Section 1 -Cancellation or Curtailment/Loss of Holiday.

#### **Special Conditions**

a. if You are a UK resident living in Northern Ireland and Your travel itinerary requires You to use Republic of Ireland departure/arrival points, Your cover will be as if You are still travelling from Northern Ireland with respect to claims coverage.

#### You are not covered

- a. for a claim caused by a strike if it had started or been announced before You arranged this insurance or booked Your Trip, whichever is the later.
- b. if You fail to check-in on time.
- c. if transport services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body.
- d. for the amount of the excess shown in the benefits schedule in respect of each claim for abandonment.

#### e. to claim under this section if You have

- claimed under Section 7 Missed Departure & Connections or Section 14 - Catastrophe & Travel Disruption from the same cause.
- for any loss as a result of closure of air space directly attributable to volcanic eruption.

Please also refer to the General Exclusions and Conditions.

#### Section 7 Missed Departure & Connections

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for necessary additional travel and accommodation expenses (on a bed & breakfast basis) that You incur in reaching Your destination if You arrive at any departure point shown on Your pre-booked itinerary too late to board the Public transport on which You are booked to travel as a result of;

- a. the failure of Public transport, or
- b. a road traffic Accident or vehicle Breakdown delaying the vehicle in which You are travelling, or
- c. a delay involving Your own vehicle because of unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association Web site, Highways Agency Website, on television, news bulletins or in the press, or

#### Special Conditions

a. if You are a UK resident living in Northern Ireland and Your travel itinerary requires You to use Republic of Ireland departure/arrival points, Your cover will be as if You are still travelling from Northern Ireland with respect to claims coverage.

#### You are not covered

- a. for a claim caused by a strike if it had started or been announced before You arranged this insurance or booked Your Trip, whichever is the later.
- b. to claim under this section if You have claimed under Section 6 - Travel Delay & Abandoment or Section 14 - Catastrophe & Travel Disruption from the same cause.
- c. for any claim for more than the cost of the original booked Trip.
- **d.** for any loss as a result of closure of air space directly attributable to volcanic eruption.

#### Conditions

- a. You must have planned to arrive at Your departure point in advance of Your earliest scheduled checkin time and provide a written report from the carrier, police or relevant transport authority confirming the delay and stating its cause.
- b. in the event of a claim arising from any delay occurring following an Accident to or Breakdown of the vehicle in which You are travelling You must obtain written confirmation from the carrier, police or relevant transport authority confirming the delay and stating its cause.
- c. in the event that the vehicle in which You are travelling is delayed by heavy traffic or road closures You must obtain confirmation that the delays were sufficiently severe to warrant reporting on a recognised motoring association Website, Highways Agency Website on television, news bulletins or in the press.

### Please also refer to the General Exclusions and Conditions.

#### Section 8 Personal Baggage

You are covered up to the amounts shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate, after making reasonable allowance for wear, tear and depreciation for the loss or theft of, or damage to; a. Your Baggage.

b. Your Valuables.

### We may at Our option replace, reinstate or repair the lost or damaged Baggage.

You are also covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover show on Your Policy certificate in respect of emergency purchases for the cost of buying necessary items (for example clothing, and toiletries) if You are deprived of Your Baggage for more than 12 hours after arrival at Your outbound destination. You must provide receipts for the items that You buy. If Your Baggage is permanently lost, any amount that We pay for emergency purchases will be deducted from the total claim.

#### **Replacement Key Cover**

You are also covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for the costs of (parts and labour) of replacing the relevant locks in the event You lose Your keys to Your main permanent residence and/or Your car and/or Your motorcycle whilst on a Trip. We will not arrange for the work to be carried out and will not be liable for any damage caused in the process of replacing the locks.

#### You are not covered for

- a. the amount of the excess shown in the Benefits Schedule in respect of each claim, except for emergency purchases.
- b. more than the amount shown in the benefits schedule for any one item, pair or set in respect of **Baggage** and **Valuables**.
- c. more than the amount shown in the benefits schedule in respect of spectacles and sunglasses.
- d. any additional value an item may have because it forms part of a pair or set.
- e. more than £100 in total for Baggage stolen from an Unattended motor vehicle between the hours of 8pm and 8am or, if the theft occurs at any other time of day, unless the vehicle is being used for travel between different points of overnight accommodation.
- f. loss or theft of or damage to Valuables whilst they are Unattended unless locked in a hotel safe (or equivalent facility) or locked in Your private accommodation.
- g. breakage of fragile articles unless caused by fire or by an Accident to the aeroplane, ship or vehicle in which they are being carried.
- h. loss or theft of or damage;
  - i. to household goods, bicycles, waterborne craft and their fittings of any kind.
  - ii. to motor vehicles, trailers or caravans or any fixtures, fittings or accessories therein or thereon.
  - iii. to watersports and Winter sports equipment.
  - iv. to **Baggage** in transit unless reported to the carrier immediately and a written Property Irregularity Report is obtained.
  - v. to **Baggage** sent by post, freight or any other form of unaccompanied transit.
  - vi. to sports clothes and equipment whilst in use. vii.caused by moth or vermin or by gradual wear and tear in normal use
  - viii.caused by any process of cleaning, repairing or restoring.
  - ix. caused by leakage of powder or fluid from containers carried in **Your Baggage**.
- . mechanical or electrical breakdown
- . Medical aids and prescribed medication.
- k. Golf equipment

#### I. Business equipment and Business samples

Please note the Insurer's liability for articles owned by the insured shall be further limited to take into account wear and tear. as follows:

Age of equipment Proportion of original purchase price		
Up to 1 year	85%	
Up to 2 years	70%	
Up to 3 years	50%	
Up to 4 years	25%	
Up to 5 years	10%	
Over 5 years	NIL	

Please also refer to the Special Exclusions and Conditions shown on page 11 and to the General Exclusions and Conditions.

#### Section 9 Additional Cover For Your Medical Items

You are covered up to the amounts shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate, after making reasonable allowance for wear, tear and depreciation for the loss or theft of, or damage to:

- a) Medical Aids owned by You or for which You are legally responsible, including the necessary costs to hire other Mobility Aids, and
- b) Prescribed medication.

You are also covered up to the amount shown in the benefits schedule in respect of emergency hire costs or purchases for the cost of:

- buying necessary prescribed medication (including the additional costs incurred in arranging and transporting emergency prescribed medications if this is not available locally), and
- ii) Medical Aids;

If You are deprived of Your prescribed medication or Medical Items for more than 12 hours after arrival at Your outbound destination We may at Our option replace, reinstate or repair the lost or damaged Medical Aids.

You must provide receipts for the items that You buy including any eligible hire costs. If Your medication or Medical Aids are permanently lost, any amount that We pay for emergency purchases will be deducted from the total claim.

#### You are not covered for

- a. the amount of the excess shown in the Benefits Schedule in respect of each claim for Your loss or damage to Medical aids.
- b. more than £100 in total for Medical Aids or prescribed medication stolen from an Unattended motor vehicle between the hours of 8pm and 8am or, if the theft occurs at any other time of day, unless the vehicle is being used for travel between different points of overnight accommodation.
- c. loss or theft of or damage to Medical Aids, or prescribed medication whilst they are Unattended including on a beach, unless locked in a hotel safe (or equivalent facility) or locked in Your private accommodation.
- d. breakage of fragile articles unless caused by fire or by an Accident to the aeroplane, ship or vehicle in which they are being carried.
- e. loss or theft of or damage to;
- Medical Aids, or prescribed medication in transit unless reported to the carrier immediately and a written Property Irregularity Report is obtained.
- ii. Medical Aids, or prescribed medication sent by post, freight or any other form of unaccompanied transit.
- iii.caused by any process of cleaning, repairing or restoring.
- iv.caused by leakage of powder or fluid from containers carried in **Your Baggage**.

f. mechanical or electrical breakdown.

Please note the **Insurer's** liability for articles owned by the insured shall be further limited to take into

account wear and tear, as follows,		
Age of equipment Proportion of original purchase price		
Up to 1 year	85%	
Up to 2 years	70%	
Up to 3 years	50%	
Up to 4 years	25%	
Up to 5 years	10%	
Over 5 vears	NIL	

#### Please also refer to the Special Exclusions and Conditions shown on page 11 and to the General Exclusions and Conditions.

#### Important Recommendation:

Please make sure that **You** keep all important prescribed medication in **Your** hand luggage when travelling and not in **Your** check-in luggage. This is to make sure **You** have **Your** prescribed medication readily available with **You** in the event of loss or delay of **Your** checked in luggage.

#### Section 10 Personal Money

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for loss or theft of Personal money which is the property of You and carried on Your person or placed in a safety deposit box or similar locked, fixed receptacle.

#### You are not covered for

- a. the amount of the excess shown in the benefits schedule in respect of each claim.
- b. more than the amount shown in the Benefits Schedule in respect of all cash carried by You belonging to You or a Travelling companion.
- c. any loss resulting from shortages due to error, omission or depreciation in value.
   d. claims for loss which has not been reported to the
- d. claims for loss which has not been reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report or reference obtained in the country where the incident occurred.
- e. claims arising from delay, detention, seizure or confiscation by customers or other officials.
- f. claims arising for loss or theft of Personal money which at the time of such loss or theft was located in checked-in luggage or an Unattended motor vehicle at any time.
- g. claims arising for Personal money left Unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property including loss or theft occurring on a beach or in or around a swimming pool.

Please also refer to the Special Exclusions and Conditions shown on page 11 and to the General Exclusions and Conditions.

#### Section 11 Loss of Passport & Travel Documents

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate following loss or theft of Your passport for any necessary additional travel and accommodation costs, including the cost of any travel documents such as emergency passports, visas or permits incurred to enable You to continue Your Trip or return to Your Home country.

#### You are not covered for

- a. loss or theft either from an Unattended motor vehicle at any time or from Baggage whilst in transit unless You are carrying it.
- b. the cost of a permanent replacement for the passport itself.

Please also refer to the Special Exclusions and conditions shown below and to the General Exclusions and Conditions.

#### Special Exclusions applicable to Sections 8,9,10 & 11 You are not covered for

- a. more than £100 in total under these sections in respect of loss or theft of anything left Unattended in a public place, including on a beach.
- b. any loss or theft unless reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report or reference obtained in the country where the incident occurred.
- c. loss of bonds or securities of any kind.
- **d.** delay, detention, seizure or confiscation by customs or other officials.

### Special Conditions applicable to Sections 8,9,10 & 11

- It is a requirement of this insurance that **You** must: **a.** in the event of a claim;
  - i. provide receipts or other documentation to prove ownership and value, especially in respect of **Valuables**, **Medical Aids** and any items for which **You** are claiming more than £100 and,
- ii.retain any damaged items for **Our** inspection. Failure to exercise all reasonable care may result in **Your** claim being reduced or declined.
- b. take care of Your property at all times and take all practical steps to recover any item lost or stolen.
   Please also refer to the General Exclusions and

Conditions.

#### Section 12 Personal Liability

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate (inclusive of legal costs and expenses), incurred with Our written consent, if You are held legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause if You are held legally liable for causing;

- a. Accidental Bodily Injury, including death, Illness (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, which is excluded under General Exclusions 40 and 41) and disease to a person, and/or
- **b.** Accidental loss of or damage to material property (property that is both material and tangible).

#### You are not covered for

- a. the amount of the excess shown in the Benefits Schedule in respect of each claim.
- b. any liability for;
  - i. Bodily Injury, Illness or disease of any person who is Your Relative, a Travelling companion, or under a contract of employment, service or apprenticeship with You when the Bodily Injury, Illness or disease arises out of and in the course of their employment to You.
  - ii.loss or damage to property belonging to or held in trust by or in the custody or control of You other than temporary accommodation occupied by You in the course of the journey;
  - iii. Bodily Injury or damage caused directly or indirectly in connection with the ownership, possession or use by You or on behalf of You of aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms (other than sporting guns).
  - iv. Bodily Injury caused directly or indirectly in connection with the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity.
  - v. fraudulent, dishonest, malicious or criminal acts of **You** or any person authorised by **You**.
  - vi.any claim assumed by **You** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
- vii. punitive or exemplary damages.

#### Conditions

- a. You or Your legal representatives will give Us written notice immediately if You have received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
- b. no admission, offer, promise, payment or indemnity shall be made by or on behalf of You without Our prior written consent.
- c. every claim notice, letter, writ or process or other document served on You shall be forwarded to Us immediately upon receipt.
- d. We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages against all other parties or persons.
- e. We may at any time pay You in connection with any claim or series of claims 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 shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Please also refer to the General Exclusions and Conditions.

### Section 13 Legal Expenses

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for legal costs and expenses incurred in pursuit of a claim for compensation or damages from a third party who causes Your death or Accidental Bodily Injury or Illness (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, which is excluded under General Exclusions 40 and 41) during Your Trip.

Where there are two or more persons insured by this policy, then the maximum amount **We** will pay for all such claims shall not exceed £20,000 if **You** have purchased Bronze cover, £30,000 if **You** have purchased Silver cover, or £40,000 if **You** have purchased Gold cover.

### Definitions applicable to this section

#### Legal expenses means;

- a. fees, expenses and other disbursements reasonably incurred (as determined by Our legal counsel) by a legal representative in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused Your Accidental Bodily Injury, death or Illness.
- b. fees, expenses and other disbursements reasonably incurred (as determined by Our legal counsel) by a legal representative in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.
- c. costs that You are legally liable for following an award of costs by any court or tribunal or an outof-court settlement made in connection with any claim or legal proceedings.

*Legal representative* means a solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by **Us** to act on **Your** behalf.

#### You are not covered for

a. the amount of the excess shown in the Benefits Schedule in respect of each claim.

- b. any liability for;
  i. any claim reported to Us more than 12 months after the beginning of the incident which led to the claim.
  - ii. Legal expenses incurred in the defence against any civil claim or legal proceedings made or brought against You.
  - iii. Legal expenses incurred before receiving Our prior written approval, unless such costs would have been incurred subsequently to Our approval.
  - iv. incurred in connection with any criminal or wilful act committed by **You**.
  - Legal expenses incurred for any claim or legal proceedings brought against the Insurer, Us, Our agents.
  - vi. fines, compensation or other penalties imposed by a court or other authority.
  - vii. 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 all parties to be reasonable or You not accepting an offer from Us to settle a claim.
  - viii.Legal Expenses which We consider to be unreasonable or excessive or unreasonably incurred (as determined by Our legal counsel).
     x. actions between individuals named on Your
  - certificate. xi. *Legal Expenses* incurred in pursuing any
  - claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

#### Conditions

- a. 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 (as determined by **Our** legal counsel) grounds for pursing or defending the claim or legal proceedings, and
  - ii. it is reasonable (as determined by Our legal counsel) for Legal expenses to be provided in a particular case. The decision to grant consent will take into account the opinion of Your Legal representative as well as that of Our own advisers. We may request, at Your own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, Your costs in obtaining this opinion will be covered by this policy.

- b. all claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
- c. if You are successful in any action, any Legal expenses provided by Us will be reimbursed to Us.
- d. 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.
- e. 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, and any such settlement will be full and final in respect to the claim.
- f. We may at Our discretion offer to settle a counterclaim against You instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

Please also refer to the General Exclusions and Conditions.

### Section 14 Catastrophe & Travel Disruption

The following section only applies if **You** have paid the appropriate premium for the Gold **Level of cover** as shown on **Your** certificate.

You are covered up to the amounts shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate in respect of the following;

#### 1. Extended Cancellation or Curtailment/ Loss of Holiday

The cover detailed under Section 1 - Cancellation or Curtailment/Loss of Holiday is extended up to the amounts shown in the Benefits Schedule to include necessary cancellation or **Curtailment** or **Loss of Holiday** of **Your** planned **Trip** due to the closure of air space directly attributable to volcanic eruption or as a result of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which **You** are travelling issuing a directive (unless this was related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**, which is excluded under General Exclusions 40 and 41);

- **a.** prohibiting all travel or all but essential travel to, or **b.** recommending evacuation from;
- the country or specific area or event to which You were travelling, providing the directive came into force after You purchased this insurance or, booked the Trip (whichever is the later) and, in the case of Curtailment, after You had left Your Home country to commence the Trip.

#### 2. Extended Travel Delay & Abandonment The cover detailed under Section 6 - Travel Delay & Abandonment is extended up to the amounts shown in the Benefits Schedule to include;

- a. any Irrecoverable costs for unused travel and accommodation if You choose to abandon Your Trip as a result of You being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 24 hours.
- b. suitable additional travel and accommodation expenses (room only up to the equivalent standard to that originally booked) incurred in reaching Your overseas destination and/or in returning to Your Home country as a result of:
  - the Public transport on which You were booked to travel being cancelled, delayed for more than 24 hours, diverted or re-directed after take-off, or
  - ii. You being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 24 hours.
  - iii.closure of air space directly attributable to volcanic eruption.

If the same expenses are also covered under Section 7 – Missed Departure & Connections **You** can only claim for these under one section for the same event. The amount payable will be calculated after deduction of the amount of the refund on **Your** ticket(s) together with any compensation from the **Public transport** operator.

### 3. Catastrophe & Travel Disruption cover related to pre-booked accommodation;

You are covered up to the amounts shown in the Benefits Schedule for either:

- a. Your proportionate share of Irrecoverable costs for unused accommodation (including unused pre-booked excursions up to a value of £100) that have been paid or where there is a contract to pay that cannot be recovered from anywhere else; or
- necessary additional travel and accommodation expenses incurred to an equivalent value and standard in the event that You are forced to move from pre-booked accommodation to continue Your Trip, or if the Trip cannot be continued, to return Home as a result of;
  - i. an infectious disease affecting **Your** stay in **Your** accommodation or resort;
  - ii. a directive from the responsible government or local authority directly affecting the area where the pre-booked accommodation is.
  - iii.fire, flood, earthquake, explosion, tsunami, landslide, avalanche, hurricane, volcanic eruption, storm or other natural disaster that threatens Your safety such that official evacuation orders are issued or that the pre-booked accommodation is rendered uninhabitable.

You can only claim under one of subsections a. or b. above, not both. If the same costs and charges are also covered under Section 1 - Cancellation or Curtailment/Loss of Holiday You can only claim for these under one section for the same event.

#### 4. Extended Missed Departure & Connections

Section 7 - Missed Departure & Connections is extended to provide cover in the event;

- a. that You are denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours;
- b. of the closure of air space directly attributable to volcanic eruption.

### Special condition relating to volcanic eruption claims

If You arrive at Your departure point and Your booked Public transport is cancelled because of a volcanic eruption, then cover is available to You for necessary additional travel and accommodation expenses (room only up to the equivalent standard to that originally booked) necessarily incurred to reach Your overseas destination or to return You to Your Home. If the same expenses are also covered under Section

If the same expenses are also covered under Section 7 – Missed Departure & Connections **You** can only claim for these under one section for the same event. **You are not covered for** 

- a. the amount of the excess shown in the the Benefits Schedule in respect of each claim, except for 4. Extended Missed Departure & Connections.
- b. Your own decision not to stay in Your pre-booked accommodation when official directives from local or national authorities state that it is safe and acceptable to do so, unless the Foreign, Commonwealth & Development Office (FCDO) deem otherwise.
- c. any costs, expenses or compensation payable by or recoverable from a carrier, travel agent, tour operator, tour organiser, airline, hotel, credit card company or other service provider.
- any claim under Section 14 Catastrophe & Travel Disruption which is also covered under Section 1 - Cancellation or Curtailment/Loss of Holiday, Section 6 - Travel Delay and Abandonment or Section 7 - Missed Departure & Connections for the same event.
- e. loss of timeshare points, fees and other administrative costs normally associated within a timeshare membership programme. Loss of air miles, air mile points, loyalty card points.
  f. where no contractual liability exists or where no
- financial loss has been sustained. g. costs incurred if acting against the advice of the
- **g.** costs incurred if acting against the advice of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which **You** are travelling.
- h. any claims arising directly or indirectly from; i. strike, industrial action or a directive advising against travel, or all but essential travel, to a country or specific area or event to which You are travelling, if it had started or been announced before You arranged this insurance or booked Your Trip, whichever is the later.
  - ii. the Public transport on which You were booked to travel being taken out of service on the instructions of the Civil Aviation Authority, Port Authority or similar authority.

#### Conditions

It is a condition of this insurance that before any claim may be considered under this section;

- a. You must provide a statement from the appropriate local authority and/or accommodation provider confirming the reason, nature and duration of the circumstances leading to a claim under this section.
- b. You must notify Our nominated emergency service and obtain their prior authority before You make any arrangements to return Home safely.
- c. You must notify the travel agent, tour operator or provider of transport or accommodation as soon as You find it necessary to cancel the Trip. If You fail to do so then the amount We will pay will be limited to the cancellation charges that would have otherwise applied.
- d. You must check in according to the booked itinerary unless the tour operator or Public transport operator has requested You not to travel to the intended departure point.
- e. You must comply with the terms of the contract of the Public transport operator and seek financial compensation, assistance or a refund of Your ticket from them.

#### Please also refer to the General Exclusions and Conditions.

### Section 15

#### **Kennel & Cattery Fees** You are covered up to the amount shown in the

Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for each complete 24 hour period and in total for extra kennel and/or cattery costs for Your dog or cat if You are delayed in returning from Your Trip because of death, Accidental Bodily Injury.

Please also refer to the exclusions and conditions relating to Section 2 - Emergency Medical Expenses and Repatriation and Section 7 -Missed Departure & Connections, and also the General exclusions and conditions.

#### Section 16 Hijack, Kidnap & Mugging Benefit

You are covered up to the amount shown in the benefits schedule for each complete 24 hour period and in total if:

- a. You are prevented from reaching Your Trip destination as a result of the aircraft, sea vessel or international train in which You are travelling being hijacked: or
- b. if during Your Trip You are unlawfully and illegally abducted and held against Your will as a result of being kidnapped: or
- c. You are hospitalised during Your Trip because of Bodily Injuries sustained during a mugging or similar violent and unprovoked attack.

#### You are not covered for

a. any claim relating to the payment of ransom.

- b. any claim where the hijack, kidnap or mugging has not been reported to or investigated by the police or local authority and a written report provided to Us by them confirming the details of the incident, that You were involved and the duration of any hijack or kidnapping during which You were unlawfully detained
- c. any claim as a result of an act of a Relative, another insured person under this policy or an individual who resides with You on a permanent basis, or person previously known to You at time of departing on the Trip.
- d. any claim unless Our nominated emergency service was contacted as soon as possible after hijack, kidnapping or Your admission to hospital in the event of mugging.
- e. any claim for Mugging Benefit unless You can provide medical evidence from the treating doctor to confirm the injuries and treatment given

Please also refer to the General Exclusions and Conditions.

### Section 17

#### End Supplier Failure Insurance

The following section only applies to the Gold level of cover or if **You** have paid the appropriate additional premium as shown on Your insurance certificate. You are covered up to £1,500 in total for each insured person named on the invoice for:

- a. irrecoverable sums paid prior to Financial Failure of an End Supplier of the travel arrangements not forming part of an inclusive holiday prior to departure: or
- b. in the event of Financial Failure after departure: i. additional pro rata costs incurred by the insured person(s) in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
  - ii. if curtailment of the holiday is unavoidable the cost of return transportation to the United Kingdom, Northern Ireland, Channel Islands or Isle of Man, to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

#### You are not covered for

- a. travel or accommodation not booked within the United Kingdom, Northern Ireland, Channel Islands or Isle of Man prior to departure;
- b. any End Supplier which is, or which any prospect of Financial Failure is known by the insured or widely known publicly at the date of the Insured's application under this policy;
- Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means;
- d. the Financial Failure of any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation;
- e. any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach Your pre-booked hotel following the Financial Failure of an airline.

#### Section 18 **Travel Dispute**

The following section only applies to the Gold level of cover or if You have paid the appropriate additional premium as shown on Your insurance certificate. You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this Policy.

Upon payment of the Policy Excess if applicable We will indemnify You in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this Policy, against Professional Fees arising from an insured event within the Territorial Limits where You notify Us within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy.

You are covered for pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by or on Your behalf for the purposes of undertaking a Holiday in order to seek compensation and or implementation of the contract from the following: a. Your Tour Operator or Holiday Company b. Your Travel Agent

- c. A Car Hire company with whom You have prebooked a vehicle
- d. An Airline, Ferry, Train, Cruise liner or Coach Operator
- e. A Hotelier or Property Owner

Subject to the cause of action arising within the Territorial Limits and where Legal Proceedings are able to be brought in a United Kingdom or European Union (EU) Country's Court jurisdiction.

#### You are not covered for

- a. any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150.
- b. an Event not reported to the Insurer within 30 days of returning from the Holiday subject to the dispute.
- c. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.

- d. actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
- The Insured Person's travelling expenses, subsistence allowances or compensation for absence from work.
- f. Any claim where the **Event** arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance

#### **General Exlusions for Section 18**

- This insurance does not cover:
- 1. Professional Fees incurred:
  - in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance
  - b. where the Insured Person should have realised when purchasing this insurance that a claim under this insurance might occur;
  - c. before Our written acceptance of a claim; d. before Our approval or beyond those for which We have given Our approval;
  - e. where You fail to give proper instructions in due time to Us or to the Authorised Professional;
- f. where You are responsible for anything which in Our opinion prejudices Your case;
- g. if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You:
- h. where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility:
- i. in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice:
- 2. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
- claims which are conducted by  $\boldsymbol{You}$  in a manner different from the advice or proper instructions of Us or the Authorised Professional;
- appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable Prospects of Success:
- 5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
- 6. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
- claims arising from an Event arising from Your deliberate act, omission or misrepresentation:
- 8. any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions:
- 9. a dispute which relates to any compensation or amount payable under a contract of insurance;
- 10.a dispute with Us not dealt with under the Arbitration condition;
- 11.an application for judicial review;
- 12.any Professional Fees incurred in defending or pursuing new areas of law or test cases;
- 13.any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products);
- 14.any claim arising from a stress or psychological related condition;
- **15.**any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies;
- 16.Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational **Courts** or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
- 17.Legal Proceedings between an Insured Person and a central or local government authority
- 18. disputes between an Insured Person and their family or a matrimonial or co-habitation dispute; 19.any claims made or considered against Us,
- the Agent or Authorised Professional used to handle any claim;

- **20.**any claims relating to cosmetic treatment, surgery or tanning;
- 21.Professional Fees incurred that exceed the maximum amount recoverable from that respective **Court** in relation to matters that fall within Small Claims **Court** Limits.
- 22.any direct or indirect liability, loss or damage caused:
  - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
     b. by computer viruses.

This does not apply to Legal Proceedings connected with claiming compensation following

- Your death or bodily injury.23.any claim or expense of any kind caused directly or indirectly by:
  - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
  - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- 24.any loss or damage caused by any sort of war, invasion or revolution;
- 25.any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
- 26.any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

#### General Conditions for Section 18:

#### Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a. supply accurate and complete answers to all the questions We or the administrator may ask as part of Your application for cover under the Policy;
- b. to make sure that all information supplied as part of **Your** application for cover is true and correct;
- c. tell **Us** of any changes to the answers **You** have given as soon as possible.
- Failure to provide answers in-line with the

requirement of the Act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

#### <u>Observance</u>

**Our** liability to make any payment under this policy will be conditional on **You** complying with the terms and conditions of this insurance.

#### Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

#### Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the **United Kingdom**.

#### **Arbitration**

Any dispute between **You** and **Us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **We** both agree. If **We** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999 Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### Section 19

#### Winter Sports Cover Option

The following option only applies if **You** have paid the appropriate additional premium as shown on **Your Policy certificate**.

#### Winter sports equipment

You are covered up to the amounts shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate, after Us making reasonable allowance for wear, tear and depreciation and subject to the special condition shown below for;

- a. loss or theft of, or damage to Winter sports equipment owned or borrowed by You.
- b. loss or theft of, or damage to Winter sports equipment hired by You.
- c. the cost of necessary hire of Winter sports equipment following;
- i. loss or theft of, or damage to, Your Winter sports equipment insured by Us, or
   ii. the delayed arrival of Your Winter sports equipment, subject to You being deprived of their use for not less than 12 hours.

#### You are not covered for

- a. the amount of the excess shown in the Benefits Schedule for each claim other than claims for hire costs.
- b. Winter sports equipment stolen from an Unattended motor vehicle between the hours of 8pm and 8am or, if stolen at any other time, unless they were forcibly removed whilst locked and whilst out of sight wherever possible either inside the vehicle or to a purpose designed ski rack.
- c. damage to Winter sports equipment whilst in use for race training or racing.
- d. Your damaged Winter sports equipment unless returned to the United Kingdom, Channel Islands or the Isle of Man for Our inspection.
- e. loss or theft of Winter sports equipment not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report or reference obtained in the country where the incident occurred.
- f. loss or theft of, or damage to, Winter sports equipment whilst in transit unless reported to the carrier and a Property Irregularity Report obtained.
- g. loss or theft of, or damage to, Winter sports equipment over 5 years old.
- h. loss or theft of Winter sports equipment left Unattended in a public place.

#### Special conditions

In respect of loss or damage to Winter sports equipment, We will not pay more than the proportion shown below depending on the age of

proportion shown below depending on the age of the equipment.

Age of equipment	Proportion of original purchase price
Up to 1 year	85%
Up to 2 years	70%
Up to 3 years	50%
Up to 4 years	25%
Up to 5 years	10%
Over 5 years	NIL

It is a requirement of this insurance that **You** must, in the event of a claim, provide receipts or other documentation to prove ownership and value.

#### Please also refer to the General Exclusions and Conditions.

#### Lift pass

You are covered up to the amounts shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for the proportionate value of any ski pass that You are unable to use following;

- i. Accidental injury or sickness that prevents You from skiing, as medically certified, or
- ii. loss or theft of Your ski pass.

#### You are not covered for

- a. the amount of the excess shown in the Benefits Schedule for each claim.
- **b.** any claim not substantiated by a police and/or a medical report.

Please also refer to the General Exclusions and Conditions.

#### Ski pack

You are covered up to the amounts shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for the proportionate value of any ski hire or ski school fee that You are unable to use following Your;

i. Accidental injury or sickness that prevents You from skiing, as medically certified, or

#### ii. loss or theft of Your ski pass.

#### You are not covered for

- a. the amount of the excess shown in the benefits schedule for each claim.
- any claim not substantiated by a police and/or a medical report.

Please also refer to the General Exclusions and Conditions.

#### Piste closure

Valid for the period 1st December to 31st March only.

You are covered up to the amounts shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for each complete day that it is not possible to ski because all lifts are closed due to a complete lack of snow, adverse conditions or avalanche danger in Your prebooked Trip resort, for either;

- the costs You have paid for travel to an alternative resort including the necessary additional cost of a ski pass, or
- **b.** a compensation payment to **You** after **You** return where no alternative is available.

You are not covered if You arranged this insurance or booked Your Trip within 14 days of departure and at that time conditions in Your planned resort were such that it was likely to be not possible to ski.

#### Conditions

- a. You must provide written confirmation from the resort authorities or ski lift operators for the period that there was no skiing available owing to the closure of all ski lifts.
- b. You must submit receipts for the travel and ski pass costs that You wish to claim.

Please also refer to the General Exclusions and Conditions.

#### Section 20 Cruise Plus Cover Option

The following option only applies if **You** have paid the appropriate additional premium as shown on **Your Policy certificate**.

#### Rejoin your Cruise cover

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for necessary additional travel expenses by the most direct route and additional accommodation (room only) that is agreed by Our nominated emergency service to reach;

- a. the next docking port in order for You to re-join the Cruise; or
- b. the final destination of Your Cruise, following Your temporary Illness (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, which is excluded under General Exclusions 40 and 41) or injury requiring hospital treatment on dry land which is covered under Section 2 – Emergency Medical Expenses and Repatriation.

If, at the time of requesting **Our** assistance to rejoin **Your Cruise**, satisfactory medical or other evidence required by **Us**, is not supplied in order to substantiate the claim, **We** will make all necessary arrangements at **Your** cost and arrange appropriate reimbursement as soon as the claim has been validated.

#### You are not covered for

- **a.** the amount of the excess shown in the Benefits Schedule in respect of each claim.
- any costs where transportation or accommodation costs are payable or refundable by the Cruise operator.
- c. any claim arising directly or indirectly from any Existing medical condition unless You have declared these to Us and We have written to You accepting them for insurance.

- d. any claim as a result of an insured person being a hospital in-patient where the condition was not covered under Section 2 – Emergency Medical Expenses and repatriation, or where We have not been contacted and/ or a recommended hospital has not been appointed by Us and where You have not obtained a medical certificate from the Medical practitioner in attendance confirming it was medically necessary for You to accompany and assist an insured person admitted as an inpatient for an insured condition.
- e. any travel costs where **You** failed to contact Us for approval prior to arranging travel and so We could provide assistance with any travel arrangements. Failure to do so can result in the claim being declined.

### Please also refer to the General Exclusions and Conditions.

#### **Missed Port Departure**

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for necessary additional travel expenses by the most direct route and additional accommodation (room only) that is agreed by Our nominated emergency service for You to join Your Cruise ship journey at the next docking port if You fail to arrive at the international departure point in time to board the ship on which You are booked to travel on the initial international journey of Your Trip as a result of;

- a. the failure of scheduled Public transport, orb. an Accident to or Breakdown of the vehicle in
- which You are travelling, or c. an Accident or Breakdown occurring ahead of You on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which You are travelling, or
- d. strike or industrial action or adverse weather conditions.

If, at the time of requesting **Our** assistance in a missed port departure claim, satisfactory evidence required by **Us**, is not supplied in order to substantiate the claim, **We** will make all necessary arrangements at **Your** cost and arrange appropriate reimbursement as soon as the claim has been validated.

#### You are not covered for

- a. claims arising directly or indirectly from;
   i. strike or Industrial action or air traffic control delay existing or publicly declared by the date this insurance is purchased by You or the date Your Trip was booked whichever is the later.
- ii.an Accident to or Breakdown of the vehicle in which You are travelling for which a professional repairers report is not provided.
- iii. **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.
- iv.withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority

or a port authority or any such regulatory body in a country to/from which **You** are travelling.

- **b.** additional expenses where the scheduled **Public transport** operator has offered suitable alternative travel arrangements.
- c. additional expenses where Your planned arrival time at the port is less than 3 hours in advance of the sail departure time if You are travelling independently and not part of an integrated Cruise package.

#### **Special Conditions**

- a. in the event of a claim arising from any delay arising from traffic congestion You must obtain written confirmation from the police or emergency breakdown services of the location, reason for and duration of the delay.
- b. You must allow sufficient time for the scheduled Public transport or other transport to arrive on schedule and to deliver You to the departure point.

Please also refer to the General Exclusions and Conditions.

#### Cabin Confinement

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for each complete 24 hour period that You are confined by the ship's medical officer, to Your cabin or stateroom due to Your compulsory quarantine, or for medical reasons (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, which is excluded under General Exclusions 40 and 41) during the period of the Trip.

#### You are not covered for

- a. any claim arising directly or indirectly from any Existing medical condition unless You have declared all Existing medical conditions to Us and We have written to You accepting them for insurance.
- b. any confinement to Your cabin where You are unable to provide written confirmation from Your ship's medical officer confirming You were confined to Your cabin, the reason for and the length of Your confinement.
- **c.** any additional period of confinement or compulsory quarantine;
  - relating to treatment or surgery, including exploratory tests, which are not directly related to the injury or **Illness** which made **Your** confinement necessary.
  - ii.following Your decision not to be repatriated after the date when in **Our** opinion, it is safe to do so.
- d. confinement or necessary quarantine;
- i. relating to any form of treatment or surgery which in **Our** opinion (based on information received from the ship's doctor or other **Medical Practitioner** in attendance) can be delayed until **Your** return to **Your Home country**.
- ii.as a result of a tropical disease where **You** had not had the recommended inoculations and/or taken the recommended medication.
- Please also refer to the General Exclusions and Conditions.

#### Cruise Itinerary Change

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for each missed port in the event Your scheduled port visit is cancelled due to adverse weather or timetable restrictions.

You must get written confirmation from Your Cruise operator, carrier or tour operator confirming Your scheduled port visit was cancelled and the reason for the cancellation.

#### You are not covered for

- a. claims arising from a missed port caused by strike or industrial action if the strike or industrial action was notified at the time that the insurance was purchased.
- any claim arising from Your ship's failure to put people ashore due to the mechanical or operational failure of the ship's tender (or any
- other boat used to transport passengers to shore). c. Your failure to attend the excursion as per Your itinerary.
- d. any claim where a monetary amount, including but not limited to on board credit or other compensation, has been offered to You by the ship or tour operator.
- e. any claim where You do not have written confirmation from Your Cruise operator, carrier or tour operator confirming Your scheduled port visit was cancelled.

Please also refer to the General Exclusions and Conditions.

#### **Unused Pre-booked Excursions**

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for the cost of pre-booked, prepaid and non-refundable excursions, which You were unable to use as a direct result of being a hospital inpatient or being confined to Your cabin, due to an Accident or Illness (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, which is excluded under General Exclusions 40 and 41) which is covered under Section 2 – Emergency Medical Expenses and Repatriation.

#### You are not covered for

- a. the amount of the excess shown in the benefits schedule.
- b. any claim as a result of being a hospital in-patient where Our nominated emergency service have not been contacted and/or a recommended hospital has not been appointed by Us.
- c. any claim arising directly or indirectly from any Existing medical condition unless You have declared all Existing medical conditions to Us and We have written to You accepting them for insurance.
- d. any claim as a result of cabin confinement where written confirmation is not provided by Your ship's medical officer that You were confined to Your cabin and confirming the length of Your confinement.

### Please also refer to the General Exclusions and Conditions.

#### **Cruise Interruption**

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for necessary additional travel expenses by the most direct route and additional accommodation (room only), that is agreed by Our nominated emergency service and necessarily incurred by You:

- a. to reach the next docking port in order to re-join the **Cruise**; or
- b. to reach the final destination of Your Cruise, following Your Cruise being necessarily and unavoidably interrupted as a result of;
  - Your passport being lost after Your international departure but before embarkation of Your planned Cruise or during disembarkation ashore on one of the scheduled stops as a result of loss or theft, or
  - ii.it being deemed medically necessary by a **Medical practitioner** for **You** to accompany and assist an insured person who is admitted as an in-patient that is covered under Section 2 – Emergency Medical Expenses and Repatriation; or
  - iii. You being detained by local police as a result of being a witness or being required to give evidence as a result of Your participation in a road traffic Accident, or criminal investigation where You are not the accused.

If, at the time of requesting **Our** assistance in the event of a **Cruise** interruption claim, satisfactory medical or other evidence required by **Us** is not supplied in order to substantiate the claim, **We** will make all necessary arrangements at **Your** cost and arrange appropriate reimbursement as soon as the claim has been validated.

#### You are not covered for

- a. any claim for loss of passport not reported to the police or other authority within 48 hours of discovery and which You do not get a written report.
- any travel costs where You failed to contact Our nominated emergency service for approval prior to arranging travel and so We could provide assistance with any travel arrangements. Failure to do so can result in the claim being declined.
- c. any claim as a result of an insured person being a hospital in-patient where the condition was not covered under Section 2 – Emergency Medical Expenses and Repatriation of the policy, or where Our nominated emergency service have not been contacted and/or a recommended hospital has not been appointed by Us and where You have not obtained a medical certificate from the Medical practitioner in attendance confirming it was medically necessary for to accompany and assist an insured person admitted as an in-patient for an insured condition.
- d. any claim arising directly or indirectly from any Existing medical condition unless the insured person has declared all Existing medical conditions to Us and We have written to them accepting them for insurance.
- e. any claim where You have been detained by local police that is not evidenced by a written report from the local police confirming the reason and period of Your detention, or reason and period in which You were required to give evidence, that necessitated You missing the scheduled departure of Your Cruise.

Please also refer to the General Exclusions and Conditions.

#### Section 21 **Golf Cover Option**

The following option only applies if You have paid the appropriate additional premium as shown on Your Policy certificate.

#### Golf equipment

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate, for Accidental loss, theft of or damage to Golf equipment which You own. Within this amount the following sub-limits apply;

- a. the maximum We will pay You for any one club or one piece of Golf equipment is shown in the Benefits schedule. If You cannot provide an original receipt, valuation report or other satisfactory proof of ownership and value to support the claim, payment for any one article, or for any one pair or set of articles, will be limited to a maximum of £50. Evidence of replacement value is not sufficient.
- b. the maximum We will pay in total for all items lost, damaged or stolen in any one incident is limited to £250 if You cannot provide satisfactory proof of ownership and value.

#### You are not covered for

- a. the amount of the excess shown in the Benefits Schedule in respect of each claim and this is shown on Your certificate.
- b. more than the amount shown in the Benefits Schedule per single club or single item of Golf equipment.
- c. wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning
- d. loss or theft of Your Golf equipment not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred.
- e. any Golf equipment or documents You lose or that are stolen or damaged during Your Trip, unless reported to the carrier within 24 hours and a written Property Irregularity Report (PIR) is obtained. If the loss, theft or damage to Your Golf equipment is only noticed after You have left the airport, You must contact the airline in writing with full details of the incident within 7 days of leaving the airport and get a written report from them.
- f. claims arising from delay, detention, seizure or confiscation by customs or other officials.
- g. claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading
- h .damage to, loss or theft of Golf equipment, which is being carried on a vehicle roof rack
- damage to, loss or theft of Golf equipment, if it has been left:
- i. Unattended in a place to which the public have access, or
- ii. left in an Unattended motor vehicle unless in a locked boot and out of sight, or
- iii.in the custody of a person who does not have an official responsibility for the safekeeping of the property.
- j. any claim for damage to Golf equipment whilst in use.
- k. claims arising from weather conditions resulting from the failure to protect items.
- I. any claim if You have claimed under another policy section or policy option.

Please note Our liability is solely based upon the value of the Golf equipment which has been lost, stolen or damaged and would not extend to the replacement of Your whole set of woods, or irons in the event of a claim being made for one item. Please also refer to the General Exclusions and

### Conditions.

#### Golf equipment hire

You are covered up to the amount shown in the Benefits Schedule applicable to Your chosen Level of cover shown on Your Policy certificate for the necessary cost of hiring replacement Golf equipment as a result of the Accidental loss, theft or damage of Your Golf equipment during the period of insurance, or if Your Golf equipment is certified by the carrier to have been lost or misplaced on the outward journey of a Trip for a period more than 24 hours, then We will pay You up to the amount shown in the policy options benefits schedule to hire replacement Golf equipment.

Please note You must provide receipts and a report from the carrier confirming the length of the delay, otherwise no payment will be made.

#### You are not covered for any claim arising in connection with a Trip solely within Your Home country

#### Please also refer to the General Exclusions and Conditions.

#### Green fees

You are covered up to the amount shown in the Benefits Schedule for the proportionate value of any pre-paid green fees, Golf equipment hire fees or tuition hire fees which are confirmed as nonrefundable and You are unable to use following;

- a. You being involved in an Accident or Your sickness or injury, as certified by a Medical practitioner, which prevents You participating in the pre-paid golfing activity; or
- b. loss or theft of documentation which prevents You participating in the pre-paid golfing activity, or adverse weather conditions which causes the closure of the golf course, confirmed in writing by the golf club.

#### You are not covered for

- a. any claim arising directly or indirectly from any Existing medical condition unless You have declared these to Us and We have written to You accepting them for insurance.
- b. claims arising directly from a medical condition which is not substantiated by a report from the treating doctor confirming Your inability to play golf.
- c. loss or theft not reported to the police within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred. In the case of an airline, a Property Irregularity Report (PIR) will be required.
- d. any claims relating to loss or theft of documentation, or closure of the course due to adverse weather conditions that are not substantiated in writing by the golf club.
- e. claims arising for loss, theft or damage to documentation shipped as freight or under a Bill of Lading
- f. claims arising for documentation left Unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the documentation.
- g. claims arising for loss, theft or damage of documentation from an Unattended motor vehicle, unless taken from a locked boot or roof rack (which is itself locked to the roof of a vehicle) between 8am to 8pm local time and there is evidence of damage or forced entry which is confirmed by a written police report.

Please also refer to the General Exclusions and Conditions.

#### Special conditions relating to Golf Cover Option

- a. We have the option to either pay You for the loss, or replace, reinstate or repair the items concerned.
- b. claims are paid based on the value of the goods at the time that they are lost and not on a 'new for old basis' or replacement cost basis; thus a deduction is made for wear, tear, and depreciation, bearing in mind the age of the items.
- c. You must take suitable precautions to secure the safety of Your Golf equipment, and must not leave it unsecured or Unattended or beyond Your reach at any time in a place to which the public have access
- d. if claiming for Your goods that were stolen or lost You should produce proof of ownership and proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim. The maximum We will pay for all pieces of Golf equipment lost, damaged or stolen in any one incident is limited to £200 in total if You are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss.
- e. You must report loss of Golf equipment to the local police, the carrier, the hotel or accommodation management or to the tour operator representative as appropriate, within 24 hours of discovering the loss, or as soon as possible after that, and a written report obtained, which includes the crime reference number, in the country where the incident occurred. Damage to Golf equipment in transit must be reported to the carrier before You leave the baggage hall and a Property Irregularity Report (PIR) must be obtained.
- f. You should make any claims about losing Your Golf equipment or it being damaged or delayed while being held by an airline, to the airline first. Any money You get under this policy will be reduced by the amount of compensation You receive from the airline for the same event.

Please also refer to the General Exclusions and Conditions

#### **General Exclusions**

These General Exclusions apply to sections 1-16 & 19-21.

- You are not covered for claims arising out of;
- 1. loss or damage directly or indirectly occasioned by, happening through or in consequence of war. Terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation. or requisition or destruction of or damage to property by or under the order of any government or public or local authority. However cover is provided in respect of claims under Section 2 -Emergency Medical Expenses and Repatriation, Section 3 - Hospital Stay Benefit or Section 4 - Personal Accident of the policy arising through Terrorism unless You planned to travel to areas that were publicly known to be affected or threatened by such risks (please see general condition 3).
- You travelling to an area that the Foreign, Commonwealth & Development Office (FCDO) (or equivalent in other EU Countries) have advised against all, or all but essential, travel.
- loss, damage, expense or indemnity directly or indirectly resulting from or attributable to radioactive contamination of any nature.
- 4. You being exposed to the Utilisation of nuclear, chemical or biological weapons of mass destruction.
- loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other flying objects travelling at sonic or supersonic speeds.
- You travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
- 7. Your suicide or attempted suicide or Your deliberate exposure to unnecessary danger (except in an attempt to save human life).
- 8. Your excessive consumption of alcohol by which We mean where You have drunk so much alcohol that a Medical Practitioner has stated that Your alcohol consumption has caused or actively contributed to Your injury or Illness, the results of a blood test at the time of injury or Illness shows that Your blood alcohol level exceeds 0.19% that is approximately 1.5 litres of beer or four (4) 175ml glasses of wine or a witness report of a third party that has advised that You have notably impaired Your faculties and/or judgement.
- 9. Your alcohol intake whilst taking any combination of medication or drugs known (or would reasonably be suspected) to cause drowsiness, impaired vision or judgment when combined with alcohol whether such drugs are prescribed or not.
- **10.You** having been diagnosed as suffering from acute alcohol intoxication, alcohol dependency or alcohol withdrawal.
- 11.Your wilful, self-inflicted injury or Illness, suicide or attempted suicide, solvent abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical practitioner** but not for the treatment of drug addiction) or self-exposure to needless peril (except in an attempt to save human life).
- 12.Your failure to obtain any necessary vaccines, inoculations or medications prior to Your Trip departure and take the complete course of recommended medications.
- 13.Your participation in activities of a hazardous nature except as listed on page 18, unless declared to and accepted by Us. We reserve the right to apply special terms and conditions (which may include additional premiums) and coverage will be subject to Your compliance with them.
- 14.winter sporting activities, except **Wintersports** as defined and the appropriate premium paid.
- 15.scuba diving if You are;
  - i. not qualified for the dive undertaken unless You are accompanied by a properly qualified instructor or,
  - ii. diving alone.

Cover applies to depths according to **Your** qualifications but in any event no greater than 30 metres.

- **16.**racing or race training of any kind (other than on foot or sailing).
- **17.Your** participation or engagement professional entertaining, professional sports, racing (other than on foot), motor rallies and motor competitions.

- 18.Your participation or engagement in manual
- work unless accepted by us and the appropriate additional premium has been paid.
- **19.You** taking part in civil commotions or riots of any kind.
- **20.You** breaking or failing to comply with any law whatsoever.
- **21.**any financial incapacity, whether directly or indirectly related to the claim.
- 22.the tour operator, airline or any other company, firm or person either becoming insolvent or being unable or unwilling to fulfil any part of their obligation, unless specifically covered under Section 17 - End Supplier Failure.
- **23.**a tour operator failing to supply advertised facilities.
- 24.any loss that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Air Passenger Rights, ATOL (including Civil Aviation Authority requirements), or ABTA protection, or from Your credit card provider under section 75 of the Consumer Credit Act, or any other specific legislation for transport or travel providers.
- **25.** any costs already accepted or offered by **Your** transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements.
- 26.any costs if You are unable to prove Your financial loss.
- 27.any government regulation or act.
- 28.You travelling against any health requirements stipulated by the carrier, their handling agents or any other Public transport provider.
- 29.You travelling against the advice of a Medical practitioner, or where You would have been if You had sought medical advice before beginning Your Trip.
- **30**.any losses that are not directly associated with the incident that caused **You** to claim for example, loss of earnings due to being unable to return to work following injury or **Illness** happening while on a **Trip** or the cost of replacing locks in the event that keys are lost while on a **Trip**.
- Ioss, damage, expense or indemnity which has not been proven and the amount thereof substantiated.
- **32.** any search and rescue costs.
- **33.**claims where there is another insurance policy covering the same risk.
- 34.costs recoverable elsewhere.
- **35.**claims arising from the unauthorised use of a swimming pool outside the specified times of opening.
- **36.You** climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or climbing or moving from any external part of any building to another (apart from stairs) regardless of the height, unless **Your** life is in danger or **You** are attempting to save human life.
- **37.**any claim where **You** are not wearing a helmet whilst on a motorcycle, motor scooter or moped.
- **38**.any claim where **You** are not wearing a seatbelt when travelling in a motor vehicle, where a
- seatbelt is available. 39.any loss, damage, liability, cost or expense
- caused deliberately or accidentally by: i. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii.any computer related hoax relating to i and/or ii above.
- 40.any claim directly or indirectly related to the fear or threat of a Pandemic and/or Epidemic, including but not limited to Coronavirus.
- 41.any claims directly or indirectly related to a Pandemic and/or Epidemic, including but not limited to Coronavirus.

This general exclusion applies to all sections of cover with the exception of Section 1 -Cancellation or Curtailment/Loss of Holiday and Section 2 - Emergency Medical Expenses and Repatriation, as long as, prior to **Your Trip** commencing, the Foreign, Commonwealth & Development Office (FCDO) had NOT advised against all (or all but essential) travel to **Your** intended destination.

In the event of a conflict between this general exclusion and any other term in **Your** policy terms and conditions, this general exclusion takes precedence.

#### General Conditions

These General Conditions apply to sections 1-16 & 19-21.

You must comply with the following conditions to have full protection of Your policy. If You do not comply We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

- 1. You must answer the important conditions relating to health shown on page 4 truthfully and to the best of Your knowledge and contact Us if required. If You do not do so then any related claim may be reduced or rejected or Your policy may become invalid.
- 2. You must tell JustTravelcover as soon as possible about any change in circumstances which affects **Your** policy, including **You**, a Travelling companion, a Business colleague or Relative receiving confirmation of a new or changed medical condition or currently being under medical investigation, change in sporting activity or leisure activities You intend to participate in during Your Trip or any additional persons(s) to be insured under this policy by calling + 44 (0) 333 003 0021. We have the right to reassess Your coverage, policy terms and/ or premium after You have advised Us of any change in circumstance. If You do not advise Us of any change then any related claim may be reduced to rejected or Your policy may become invalid.
- You must tell JustTravelcover if Your plans for Your Trip include travel to areas affected or threatened by war or similar risks as set out in General Exclusion 1 by calling + 44 (0) 333 003 0021. We reserve the right not to cover such Trips.
- 4. You must advise the claims handlers of any possible claim within 31 days of Your return Home. You must supply them with full details of all the circumstances and any other information and documents We may require.
- 5. this insurance policy will only respond to claims for Irrecoverable costs once those principally responsible for reimbursing the cost have been exhausted. For example transport and accommodation costs – You should, in the first instance, contact Your tour operator, airline, accommodation provider, credit or debit card providers to source a refund, as in most instances, either as a result of the Package Travel & Linked Arrangement Regulations 2018; EU Transport Regulations; Consumer Credit Act; or Debit card charge backs, a refund is legally due.
- 6. You must keep any damaged articles that You wish to claim for and, if requested, send them to the claims handlers at Your own expense. If We pay a claim for the full value of an article, it will become Our property.
- 7. You must agree to have medical examination(s) if required. In the event of Your death, We are entitled to have a post mortem examination. All such examinations will be at Our expense.
- You must assist Us to obtain or pursue a recovery or contribution from any third party or other Insurers (including the Department of Work & Pensions) by providing all necessary details and by completing any forms.
- 9. all certificates, information and evidence required by the **Insurer** shall be furnished at the expense of the insured or their legal personal representatives and shall be in such form and of such nature as the **Insurer** may prescribe.
- **10.You** must pay **Us** back within 1 month of demand any amounts that **We** have paid on **Your** behalf that are not covered by this insurance.
- **11.You** must take all reasonable steps to avoid or minimise any loss that might result in **You** making a claim under this insurance.
- 12.You must comply with all the terms, provisions, conditions and endorsements of this insurance. Failure to do so may result in a claim being declined.
- 13.except for claims under Section 3 Hospital Stay Benefit, Section 4 - Personal Accident & Section 6 - Travel Delay & Abandonment, this insurance shall only be liable for its proportionate share of any loss or damage that is covered by any other insurance.
- 14.We may take action in Your name but at Our own expense to recover for Our benefit the amount of any payment made under this insurance.

- 15.We may at Our option discharge any liability under this insurance by replacing or repairing any article or articles lost or damaged, or by issuing You with a credit voucher.
- 16.this insurance is non-transferable. If a Trip is cancelled for any reason other than that described in Section 1 - Cancellation or Curtailment/Loss of Holiday then the cover for that Trip terminates immediately and no refund of premium in whole or part will be made.
- 17.if You or anyone acting on Your behalf makes any claim knowing it to be false or fraudulent in any way then this insurance shall become void, premiums non refundable and all claims shall be forfeited.
- 18.it is a condition of this policy that when booking Your Trip or purchasing this policy whichever is later that **You** are fit to travel and participate in any activities and excursions that You have planned during Your Trip.
- 19.We shall not provide any cover or pay any claim or provide any benefit to the extent that this cover, payment of a claim or benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

20.Several Liability Notice. The subscribing (re) Insurers' obligations under contracts of (re) insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re) Insurers are not responsible for the subscription of any co-subscribing (re)Insurer who for any reason does not satisfy all or part of its obligations.

#### Activities - Cover options

Please note any involvement in the following sports and/or activities is subject to Your compliance with local laws and regulations and the use of recommended safety equipment (such as a helmet, harness, knee and/or elbow pads).

#### Please also refer to the General exclusions and conditions

#### Level A

Aerobics.

This policy automatically covers You to undertake the activities listed below on an amateur basis.

Please note that whilst participating in any of the activities marked with an asterisk\* the following will apply;

- a. no cover will be provided under Section 4 -Personal Accident.
- b. no cover will be provided under Section 12 -Personal Liability.

Please note the policy terms and conditions will still apply in all other respects.

Angling/Fishing, Archery\* Badminton. Banana Boating, Baseball Basketball. Beach Games, Bowls, Canoeing/River Canoeing (up to Grade 3)\*, Clay Pigeon Shooting\*, Cricket, Croquet, Curling, Cycling (other than specified), Fell Walking/Fell running, Fencing, Football /Soccer, Golf Hiking (under 2000m altitude)/Rambling (under 2000m altitude)/ Trekking (under 2000m altitude), Jet Boating\*, Jogging, Motorcycling up to 50cc with licence appropriate to the cc, wearing a crash helmet - no racing\*, Netball. Orienteering, Outward-bound Pursuits (Ground level Only), Paintballing\*, Parascending/Parasailing (over water) towed by boat\*, Pony Trekking\*, Racquetball. Roller Blading/Roller Skating,

Rounders, Sail Boarding\*, Sailing/Dinghy Sailing within Territorial Waters (inland/coastal waters within 12 mile)\*, Skate Boarding, Snorkelling, Snooker/Pool/Billiards, Squash, Surfing\* Swimming, Table Tennis, Ten pin bowling, Tennis. Tug of war. Underground activities (as part of an organised excursion/tour), Volleyball, War Games. Water Polo, Water Skiing inland/coastal waters within 12 mile (excluding jumping), Windsurfing inland/coastal waters within 12 mile\*, Weiahtliftina. Work Abroad - Non Manual Work (Including professional, administrative or clerical duties only)\*

#### Level B

#### The activities listed below can be added on an amateur basis subject to an additional premium. If Level B activities are purchased You will also be covered on an amateur basis for the activities listed under Level A.

Please note that whilst participating in any activities listed as Level B the following will apply:

- a. no cover will be provided under Section 4 -Personal Accident.
- b. no cover will be provided under Section 12 -Personal Liability.
- c. the policy excess under Section 2, Emergency Medical Expenses will be increased to £250 per person, per claim.

Please note the policy terms and conditions will still apply in all other respects.

Aerial Safari,

- Boxing Training (no contact),
- Bungee Jump (maximum 3),
- Camel/Elephant Riding/Trekking (non incidental),
- Cycle Touring,
- Deep Sea Fishing, Dog Sledding,
- Go Karting (Motorised specific use),
- Gymnastics.
- Hiking (between 2001 and 4000m altitude)/Rambling (between 2001 and 4000m altitude)/Trekking

(between 2001 and 4000m altitude),

- Hockey
- Horse Riding (up to 7 days no polo, hunting or umping),

Hot Air Ballooning (non incidental),

- Hurling,
- Hydro Zorbing, Jet Skiing (non incidental),
- Kayaking,
- Martial Arts (training only),
- Mountain Biking,
- Motorcycling up to 125cc with a licence appropriate
- to the cc, wearing a crash helmet no racing, Quad Biking,
- Rowing (inland/coastal waters within 12 mile),
- Rugby (amateur Competition),
- Safari (Tour Operator organised and not involving the use of firearms),
- Scuba Diving (up to 30m as long as PADI qualified or equivalent to that depth and provided adequately supervised/not diving alone), Track Events,
- White Water Rafting/Black Water Rafting Grades 1 to 4,
- Work Abroad Manual work (ground level no machinery).
- Note SCUBA or skin diving to a maximum depth of 30 meters will be covered provided that You hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or You are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C codes of good practice; are not solo/cave/ wreck diving, are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any medical condition likely to impair Your fitness to dive.

### Level C

#### The activities listed below can be added on an amateur basis subject to an additional premium.

#### If Level C activities are purchased You will also be covered on an amateur basis for the activities listed under Levels A & B.

Please note that whilst participating in any activities listed as Level C the following will apply:

- a. no cover will be provided under Section 4 Personal Accident.
- b. no cover will be provided under Section 12 -Personal Liability.
- c. the policy excess under Section 2, Emergency Medical Expenses will be increased to £250 per person, per claim.

Please note the policy terms and conditions will still apply in all other respects.

Abseiling;

American Football,

Gliding\*, Ice Skating (rink only),

Outdoor Endurance Events,

Parachuting\*,

Paragliding\*,

Running/Marathon Running,

- Sand Boarding/Sand surfing/Sand safaris/Sand
- skating, Triathlon,

White water rafting/canoeing grades 5-6\*,

Yachting/boating (racing/crewing) (Inland/coastal waters within 12 mile)\*

#### Level D

The activities listed below can be added on an amateur basis subject to an additional premium. If Level D activities are purchased You will also be covered on an amateur basis for the activities listed under Level A, B & C.

Please note that whilst participating in any activities listed as Level D the following will apply:

- a. no cover will be provided under Section 4 -Personal Accident.
- b. no cover will be provided under Section 12 -Personal Liability.
- c. the policy excess under Section 2, Emergency Medical Expenses will be increased to £250 per person, per claim.

Please note the policy terms and conditions will still apply in all other respects.

Animal riding(other than specified),

BMX cycling,

Canyoning,

Hang Gliding\*,

High Diving under 5m (excluding cliff diving) from a purpose built board over man made pool, Horse

Jumping/Show Jumping(no Polo, Hunting),

Ice hockey (indoor rink),

Kite Surfing,

Micro Lighting\*,

Land Yachting/Sand Yachting,

Luging, Motor rallies\*,

Parasailing/Parascending (over land)\*, Rock Climbing (under 2000 meters), Rock

Scrambling (under 4000 meters),

Sky Diving (including tandem) up to 2 jumps

maximum\*.

Tobogganing Wrestling.

Work Abroad - Manual (including use of light machinery), bar and restaurant, waitress, waiter, chalet maids, au pair, nanny's, occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery\*.

We can arrange cover for a wide range of sports and activities. If the activity in which You are participating is not listed. please contact JustTravelcover on +44 (0) 333 003 0021.

#### **Complaints procedure**

We aim to provide the highest standard of service to every customer. If **Our** service does not meet **Your** expectations, We want to hear about it so We can try to put things right. All complaints We receive are taken seriously. The following will help Us understand **Your** concerns and give **You** a fair response.

1. Does your complaint relate to a claim under Sections 1-16 and Sections 19-21? a) In the first instance, please contact:

> The Complaints Officer Claims Settlement Agencies, 308-314 London Road, Hadleigh, Benfleet, Essex, SS7 2DD United Kingdom Tel: 01702 746560 Email: admin@csal-claims.co.uk

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

Your name, address and postcode, telephone number and e-mail address (if You have one),
Your policy and/or claim number, and the type of policy You hold,

• The reason for Your complaint.

Any written correspondence should be headed 'COMPLAINT' and **You** may include copies of supporting material.

If **We** are unable to resolve **Your** complaint immediately, **We** will send **You** a written acknowledgement within two (2) days of receipt. **We** will then investigate **Your** complaint and, in most cases, send **You** a full response in writing within two (2) weeks of receipt.

In exceptional cases, where **We** are unable to complete **Our** investigations within two (2) weeks, **We** will send **You** a full written response as soon as **We** can, and in any event within four (4) weeks of receipt of **Your** complaint.

b) If You are dissatisfied with Our response, then You can raise the matter with the Financial Services and Pensions Ombudsman (FSPO), an independent body that adjudicates on complaints, at the following address:

Financial Services and Pensions Ombudsman Lincoln House, Lincoln Place, Dublin 2, DO2 VH29 Telephone: +353 1 567 7000 Email: info@fspo.ie Website: www.fspo.ie

#### 2. Does your complaint relate to a claim under Section 17 - End Supplier Failure? If you have a complaint, we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and improve our

service to you. <u>a) In the first instance</u>, please contact:

International Passenger Protection Limited, IPP House,

22-26 Station Road, West Wickham, Kent, BR4 0PR Tel: +44 (0) 20 8776 3750 Email: info@ipplondon.co.uk

Please make sure that **You** quote the policy number which can be found on your **Policy certificate**.

It is **Our** policy to acknowledge any complaint within 5 working days advising **You** of who is dealing with **Your** concerns and attempt to address them. **We** will provide **You** with a written response outlining **Our** detailed response to **Your** complaint within four weeks of receipt of the complaint. **You** will receive either **Our** written response or an explanation as to why **We** are not in a position to provide one within eight weeks of receipt of **Your** complaint. b) If You are not satisfied with the response You receive or We have failed to provide You with a written response, You may have the right to contact the Financial Ombudsman Service at the following address.

#### The Financial Ombudsman Service Exchange Tower, London, E14 9SR

London, E14 9SR Telephone 0800 023 4 567 - From UK Landline Telephone 0300 1239123 - From UK Mobile Email: complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk

To confirm whether you are eligible to ask the Financial Ombudsman Service to review your complaint please contact them at:

#### https://www.financial-ombudsman.org.uk/ consumers/how-to-complain.

Alternatively, as LMIE is a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies:

> Commissariat aux Assurances, 7, boulevard Joseph II, L-1840 Luxembourg Telephone: (+352) 22 69 11 – 1 email: caa@caa.lu

> > or

#### Service National du Médiateur de la consommation

Individual Consumers ONLY Ancien Hôtel de la Monnaie, 6, rue du Palais de Justice, L-1841 Luxembourg Telephone: (+352) 46 13 11 email: info@mediateurconsommation.lu

or

Médiateur en Assurances, ACA, 12, rue Erasme, L-1468 Luxembourg Telephone: (+352) 44 21 44 1

Making a complaint will not affect your right to take legal action.

#### 3. Does your complaint relate to a claim

under Section 18 - Trip Dispute? In the event of a complaint arising under this insurance, You should in the first instance contact Arc Legal Assistance Limited. Write to Us at:

Arc Legal Assistance Limited, PO Box 8921, Colchester, CO4 5NE Email Us At: customerservice@arclegal.co.uk Call Us On: 01206 615000

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone: 0300 123 9123 or 0800 023 4567 Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local Authority Trading Standards Service or Citizens Advice Bureau.

#### 2. Does your complaint relate to the sale and/or administration of your policy?

a) In the first instance, please contact:

Able2Travel (JTC), 13-21 High Street, Guildford, Surrey, GU1 3DG Tel: 01483 806680 Email: enquiries@voyagerins.com

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

- Your name, address and postcode, telephone number and e-mail address (if You have one),
- Your policy and/or claim number, and the type of policy You hold,
- The reason for **Your** complaint

Any written correspondence should be headed 'COMPLAINT' and **You** may include copies of supporting material.

If **We** are unable to resolve **Your** complaint immediately, **We** will send **You** a written acknowledgement within two (2) days of receipt. **We** will then investigate **Your** complaint and, in most cases, send **You** a full response in writing within two (2) weeks of receipt.

In exceptional cases, where **We** are unable to complete **Our** investigations within two (2) weeks, **We** will send **You** a full written response as soon as **We** can, and in any event within four (4) weeks of receipt of **Your** complaint.

#### b) If you are dissatisfied with Our response, then You can raise the matter with the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. **You** have six (6) months from the date of **Our** final response to refer **Your** complaint to the FOS.

If **We** cannot resolve **Your** complaint, **You** may refer it to the Financial Ombudsman Service (FOS) at the following address:

> Financial Ombudsman Service Exchange Tower London, E14 9SR

Telephone: 0800 023 4567 – From UK Landline Telephone: 0300 123 9123 – From UK Mobile Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Complaints about non-insured events and **Your** travel arrangements must be referred to **Your** travel organiser.

Making a complaint does not affect **Your** right to take legal action.

#### **Data Protection Notice**

#### Introduction

Please make sure that **You** read and understand this Data Protection notice as it explains to **You** what **We** will do with the information that **You** give **Us** in respect of this travel insurance policy.

#### Sections 1-16 and Sections 19-21

In certain circumstances, We many need Your consent to process certain categories of information about You (including sensitive details such as information about Your health). Where We need Your consent, We will ask You for it separately. You do not have to give Your consent and You may withdraw Your consent at any time. However, if You do not give Your consent, or You withdraw Your consent, this may affect Our ability to provide the insurance cover from which You benefit and may prevent Us from providing cover for You or handling Your claims.

You should show this notice to any other person covered under Your insurance policy. If Your application includes other individuals You should obtain their consent to Us using their personal information as described in this notice before You give their information to Us.

When **We** Use the terms '**We**', '**Our**' or '**Us**' in this Data Protection notice, **We** mean Just Travel Insurance, Voyager Insurance Services Limited and Chaucer Insurance Company DAC.

The ways in which **We** use the personal information **You** give to **Us** are described below. **Your** insurance policy is made available to **You** by Just Travel Insurance on behalf of Voyager Insurance Services Limited and Chaucer Insurance Company DAC.

We will sometimes use the personal information You give to Us for different purposes than Voyager Insurance Services Limited.

#### The Data Controllers

Just Travel Insurance, Voyager Insurance Services Limited and Chaucer Insurance Company DAC are the Data Controllers of all information collected and processed in the context of the insurance policy.

#### Protection And Uses Of Your Personal Data

The security of Your personal information is very important to Us. All personal information that You supply to Us either in respect of Yourself or other individuals in connection with Our products and/ or services will be treated in confidence by Us and will be used by Us for the purpose of providing and administering Our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998 and from 25th May 2018 the General Data Protection Regulation (EU) 2016/649) and if You complete an application form for Our products and/or services You will be giving Your consent to such information being processed by Us (which may include other companies within the Just Travel Insurance, Voyager Insurance Services Limited and Chaucer Insurance Company DAC or **Our** agents. **We** may collect **Your** personal information from third parties where this is necessary in order to provide insurance services to You.

We may analyse the personal information You provide in combination with any other information that We lawfully hold or receive for the purposes of reviewing, tailoring and improving Our products and services. We may also engage the services of third parties to perform any such analysis on Our behalf, however in doing so We will ensure that all such activities are carried out in compliance with the applicable data protection legislation.

In order to protect **Your** privacy, **We** will anonymise any information **We** analyse as far as possible. **Your** personal and sensitive data may also be shared with the underwriter of **Our** insurance products. It may be necessary to pass **Your** personal and sensitive data to other companies for processing on **Our** behalf, or to organisations with which **We** work to provide the benefits under **Your** policy (for example, to a hospital which is responsible for any treatment **You** receive through **Your** policy). Some of these companies or organisations may be based outside Europe in countries which may not have the laws to protect **Your** personal data, but in all cases **We** will ensure that it is kept securely and only used for the purposes described in this notice.

#### Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online on **Our** website **www.chaucerplc.com/privacy-cookie-policy/** or in other formats on request.

For details of Voyager Travel Insurance Services Ltd's full privacy notice please visit <u>www.able2travel.com/</u> <u>privacy-notice/</u>.

If **You** require details of the Just Travel Insurance privacy policy, this can be found online at <u>https://</u> <u>quote.justtravelcover.com/privacy/</u>.

#### Inaccurate Data

If **You** believe that **We** are holding inaccurate information about **You** in relation to **Your** insurance policy, please contact **Us** and **We** will be happy to correct any errors.

#### **Telephone Calls**

Please note that for **Your** and **Our** mutual protection telephone calls to **Us** may be monitored and/or recorded for the purposes of:

- establishing facts relevant to **Our** business;
  checking that **We** comply with laws,
- regulations and self-regulatory procedures;
   checking and/or demonstrating the standards that We should be meeting, for example, for quality control and staff training purposes;
- preventing or detecting crime;
- investigating or detecting the unauthorised use of Our systems, to secure Our system and to ensure the effective operation of Our systems.

Fraud Prevention, Detection and Claims History In order to prevent and detect fraud We may at any time:

- Share information about **You** with other organisations and public bodies including the Police, loss adjustors and other third parties that **We** engage to investigate claims;
- Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this. **We**, and other organisations involved in the administration of **Your** policy, may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
  - Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity;
  - Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases We access or contribute to. [When We investigate claims, We may conduct searches of publicly accessible information about You available on the internet, including using sources such as search engines and social media].

#### **Customer Satisfaction Surveys**

We aim to continuously improve the services We offer to **Our** customers.

Occasionally **We** carry out customer satisfaction surveys which may be for **Our** own benefit or for more general interest, and **We** may need to collect further information about **You** in connection with them. Surveys will usually be carried out by **Us** but in some circumstances **We** will use an external firm. **Your** participation in such a survey is entirely optional but **Your** help and feedback would be appreciated.

#### **Contact Us**

If **You** have any questions about the way in which **We** use **Your** personal information, please contact the Customer Helpline.

#### Section 17 - End Supplier Failure

When **We** use the terms '**We**', '**Our**' or '**Us**' in this Data Protection notice, **We** mean Voyager Insurance Services Limited, Inter Passenger Protection Limited and Liberty Mutual Insurance Europe.

#### Data Protection

Any information **you** have provided will be dealt with by **Us** in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, **We** may need to transfer certain information which **You** have provided to other parties.

#### Sanctions

We will not provide any benefit under this insurance 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.

#### Non-Assignment

No title, right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without the consent in writing of the Insurer hereon. Any attempt to assign rights or interests without the Insurer's written consent is null and void.

#### Section 18 - Travel Dispute

Royal & Sun Alliance Insurance Ltd Privacy Policy Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view our full privacy notice by visiting https://www.rsagroup.com/support/legalinformation/partner-privacy-policy/ If You're unable to access the link or have any

questions or comments about **Our** privacy notice, please write to:

The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA Email: crt.halifax@uk.rsagroup.com

#### Arc Legal Assistance Limited Privacy Notice 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process Your personal data, for more information please visit www.arclegal.co.uk

### 2. How We Use Your Personal Data and Who We Share it With

We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

#### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by Us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in Our Privacy Statement, which is available to view on the website address detailed above.

#### 4. Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 5. Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

#### 6. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning Our use of Your personal data, please contact The Data Protection Officer, please see website for full address details.

#### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

#### Have a safe Trip

The Foreign, Commonwealth & Development Office (FCDO) to do all that they can to help British Travellers stay safe overseas. Before **You** go overseas, check out the FCDO Website at <u>https://travelaware.campaign.gov.uk/</u>. It is packed with essential travel advice and tips, and up-to-date country specific information.



# **IMPORTANT NUMBERS:**

Medical Emergency: +44 (0) 0203 824 0742

## Claims: 01702 746560

Just Travel Cover: 0333 003 0021

Email: admin@justtravelcover.com



