

TRAVEL INSURANCE

POLICY WORDING





Thank you for purchasing your insurance from JustTravelcover.

Our policies are designed to provide peace of mind for all travellers regardless of age or medical history. We aim to help all travellers 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.

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

Useful Telephone Numbers

Customer Service: 0333 003 0021 Sales: 0800 294 2969 Medical Declarations: 0333 003 0021

Email: admin@justtravelcover.com

YOUR IMPORTANT INFORMATION

If you need Emergency Medical Assistance abroad or need to cut your trip short, contact internationalhealthcare@healix.com 24 hour emergency advice line on: +44 (0) 203 819 7170

If you need a claim form:

For Sections A1, B1 to B12 & B14 you can download the relevant form:

www.submitaclaim.co.uk/fre

or contact Claims Settlement Agencies on 01702 553 443

For Section B13, you can access the online claims portal at https://bastion.directgroup.co.uk/ or call 0330 102 8698

For B15 contact the Travel dispute claims notification and advice helpline service on +44(0) 1384 377 000 For End Supplier Failure Insurance contact IPP Claims on +44(0) 345 266 1872

This Insurance is provided on behalf of JustTravelcover.com by travel insurance specialist P J Hayman & Company Limited.



Single Trip & Annual Multi-trip Travel Insurance Policy 2021/22

Schedule of Benefits

The following is only a summary of the main cover limits per **insured-person**. **Your** chosen cover option will be specified in **your** Policy Schedule. **You** should read the Policy Wording for the full terms and conditions.

Secti	on & Policy Cover	SILVER cover Limit per person (up to)	SILVER cover Excess per person*	GOLD cover Limit per person (up to)	GOLD cover Excess per person*				
PRF-T	RAVEL POLICY - Policy A (cover starts when you have premium or for A			(up to)					
	PRE-TRAVEL POLICY - Policy A (cover starts when you pay your premium or for Annual Multi-trip policies from your chosen start date)								
A1.	Cancellation	£2,500	£95	£5,000	£50				
PRE-T	PRE-TRAVEL & TRAVEL POLICY (cover starts when you pay your premium or for Annual Multi-trip policies from your chosen start date)								
End S	Supplier Failure Insurance †	£1,500 (optional cover)	Nil	£1,500	Nil				
TRAVE	EL POLICY - Policy B (cover starts when you leave home to begin your trip)	1							
В	. Emergency Medical & Associated Expenses (outside your home country or on a UK cruise) Emergency dental Kennel & cattery costs . Aftercare at home following hospitalisation: - Home help - Cosmetic surgery - Dental treatment - Physiotherapy - UK Convalescence (after hospitalisation abroad 5 or more days) . UK Trip non-medical cover (this does not apply to a UK cruise, see section A.)	£5,000,000 £250 £500 £500 £3,000 £3000 £750 £750 £10,000	£95	£10,000,000 £400 £500 £500 £3,000 £300 £750 £750 £10,000	£50				
B2.	State Hospital Benefit (abroad)	£1,000 (£30 per 24 hours)	Nil	£1,500 (£50 per 24 hours)	Nil				
В3.	Curtailment (cutting short your trip) / Loss of Holiday	£2,500	£95	£5,000	£50				
B4.	Personal Possessions Single article, pair or set limit Valuables limit - Possessions delayed in transit (over 12 hours) - Loss or damage to medical aids - Loss or damage to prescribed medications	£1,500 £300 £500 £250 £1,000 £250	£95 Nil £50 £20	£2,500 £500 £750 £250 £2,000 £500	£50 Nil £50 £20				
B5.	Personal Money, Passport & Travel Documents Cash limit - Loss of Passport	£500 £200 £200	£95 Nil	£1,000 £500 £400	£50 Nil				
B6.	Personal Accident **	£7,500	Nil	£15,000	Nil				
B7.	Personal Liability	£2,000,000	£95 (Property damage only)	£2,000,000	£50 (Property damage only)				
B8.	Extended Journey Disruption	No cover	-	£3,000	Nil				
B9.	Delayed Departure (after 12 hours delay) or Trip Cancellation (after 12 hours delay)	£200 (£50 for each 12 hours delay) £2,500	Nil £95	£240 (£60 for each 12 hours delay) £5,000	Nil £50				
B10.	Missed Departure/Missed Connection	£500	Nil	£1,000	Nil				
B11.	Travel Risks - Hijack/Kidnap - Mugging - Natural Disaster	£2,500 (£100 per 24 hours) £250 £750	Nil Nil Nil	£2,500 (£100 per 24 hours) £250 £750	Nil Nil Nil				
B12.	Legal Advice & Expenses	£30,000 (£60,000 policy max)	Nil	£50,000 (£100,000 policy max)	Nil				
B13.	Gadget Cover	£1,000	£50	£1,500	£50				
B14.	Winter Sports † - Own Ski Equipment Single article, pair or set limit Hired Ski Equipment loss/damage - Delayed Ski Equipment (after 12 hours) - Loss of Ski Pack - Avalanche/Weather Delay - Piste Closure	(optional cover) £500 £300 £150 £200 £300 £200 £300 £200 £300 (£30 per 24 hours)	£95 Nil Nil Nil Nil	(optional cover) £750 £500 £250 £250 £300 £500 £500 £500 £500 £50 per 24 hours)	£50 Nil Nil Nil Nil				
B15.	Travel Dispute †	£25,000 (optional cover)	£35	£25,000	£35				

† Optional Cover

Section B14 - Winter Sports Silver or Gold policy cover is optional.

End Suppler Failure Insurance or Section B15 - Travel Dispute, Gold policy cover is automatically included, Silver policy cover is optional.

Note: If you have chosen an optional cover, this will only be in force if shown on your Policy Schedule and the appropriate additional premium has been paid.

- * Excesses: all excesses shown for this policy are payable by each insured-person, per section and for each incident giving rise to a separate claim.
 - If you have paid the additional premium for 'Excess Waiver', the excess would be reduced to Nil in the event of a claim (the excess for Sections B13 Gadget Cover and B15 Travel Dispute, would still apply).
 - Note: any excess imposed by **us** following **your** call to the Medical Declaration Service, would still apply.
- ** Section B6 Personal Accident: cover for death is reduced if you are aged 17 years and under. All covers are reduced if you are aged 70 years and over.

This cover is for residents of the United Kingdom, the Channel Islands or for British Forces Posted Overseas (BFPO) only

There is no cover under this policy if **you** purchased this insurance with the reasonable intention or likelihood of claiming.

IMPORTANT INFORMATION

Foreign, Commonwealth & Development Office (FCDO) Advice

This insurance policy will <u>not</u> cover **you** to travel to a specific country or to an area where, prior to **your trip** commencing, the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does <u>not</u> apply where **your** destination is within Europe 1 or Europe 2 (see the definition of 'Geographical Area') and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel solely due to the **Coronavirus** risk.

It is **your** responsibility to check the latest advice from the FCDO prior to commencing **your trip**, which **you** can find at **www.gov.uk/foreign-travel-advice**

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 doctor 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 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 the 'Conditions & Exclusions Applying to Your Policies' points 6b and 6c on page 9.

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.

IMPORTANT INFORMATION

(Not applicable to End Supplier Failure Insurance)

We draw **your** attention to the 'Conditions & Exclusions Applying to Your Policies', in particular, exclusions 20 and 40, as this policy will <u>NOT</u> provide cover for any claims directly or indirectly related to a **pandemic** and/or **epidemic**, including but not limited to **Coronavirus**.

<u>Please note</u>: exclusion 20 applies to all sections of cover, whilst exclusion 40 applies to all sections of cover with the exception of Sections A1 - Cancellation, B1 - A. Emergency Medical & Associated Expenses and B3 - Curtailment/Loss of Holiday; provided that **you** have received the recommended number of doses of an approved **Coronavirus** vaccine 14 days prior to **your trip** commencing. This vaccination requirement shall not apply where **you** are under 40 years of age, or if **you** are over 40 years of age but were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown in **your** medical records. **You** should also refer to exclusion 14.

<u>Please be aware</u>: There is no cover under this policy if (having no symptoms of Coronavirus and/or not testing positive for Coronavirus) you are advised to quarantine or you choose to self-isolate due to a person you have come into contact with having Coronavirus.

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Important Contact Details

24hr Emergency Medical Assistance: +44 (0) 203 819 7170 Email: internationalhealthcare@healix.com

Claims

Sections A1, B1 to B12 & B14

01702 553 443

Monday to Friday 9am-5pm, closed Bank Holidays Claims Settlement Agencies

Claims Settlement Agencies 308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD

E-mail: info@csal.co.uk

To download a claim form please visit: www.submitaclaim.co.uk/fre

Section B13 - Gadget Cover

0330 102 8698

Online claims portal https://bastion.davies-group.com

Section B15 - Travel Dispute

+44 (0) 1384 377000

Monday to Friday 9am-5pm, closed Bank Holidays

End Supplier Failure Insurance +44 (0) 345 266 1872

Monday to Friday 9am-5pm, closed Bank Holidays

Customer Services 0333 003 0021

Monday to Friday 9am-5pm, Saturday 9am-1pm, closed Bank Holidays

Medical Declarations 0333 003 0021

Monday to Friday 9am-5pm, Saturday 9am-1pm, closed Bank Holidays

Calls may be recorded and monitored

In Case of a Serious Emergency

Your travel insurance policy 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.

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.

The Medical Emergency Assistance Company will provide immediate help if **you** are **ill**, injured or die outside the **United Kingdom**. They provide a 24-hour emergency service 365 days a year. The contact details are as follows:

Phone: + 44 (0)203 819 7170

E-mail: internationalhealthcare@healix.com

Please have the following information available when **you** (or someone on **your** behalf) contact the Medical Emergency Assistance Company so that **your** case can be dealt with swiftly and efficiently:

- Your name and address;
- Your contact phone number abroad including the hospital and treating doctors details;
- Your policy number shown on your Policy Schedule; and
- The name, address and contact phone number of your GP.
- Quote the scheme name which is: Free Spirit Flex.

Please note: This is not a private medical insurance. If you go into hospital abroad and you are likely to be kept as an in-patient for more than twenty four (24) hours or if your outpatient treatment is likely to cost more than £500, someone must contact the Medical Emergency Assistance Company for you as soon as reasonably possible. If they do not, we may not provide cover or we may reduce the amount we pay for your in-patient or outpatient treatment.

In the event that **you** require in-patient hospital treatment and/or evacuation /**repatriation**, it is imperative that the Medical Emergency Assistance Company is contacted and authorisation obtained prior to such treatment and/or evacuation/**repatriation** taking place.

Failure to contact the Medical Emergency Assistance Company and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. **You** should not attempt to find **your** own solution and then expect full reimbursement from **us** without prior approval first having been obtained from the Medical Emergency Assistance Company.

If you have to return to the **United Kingdom** under section B3 - Curtailment/Loss of Holiday or B1 - A. Emergency Medical & Associated Expenses, the Medical Emergency Assistance Company must authorise this. If they do not, **we** may not provide cover or **we** may reduce the amount **we** pay for **your** return to the **United Kingdom**.

Important Information

Underwritten by:

Sections A1, B1 to B12 & B14

This insurance is underwritten by Chaucer Insurance Company DAC. Chaucer Insurance Company DAC are 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.

For Section B13

Administered by Bastion Insurance Services Ltd and underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Inter Partner Assistance S.A. is part of the AXA Group. Bastion Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

For Section B15

Administered by Arc Legal Assistance Ltd who are authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

For End Supplier Failure Insurance

Cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE (The Insurer). The Insurer is 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.

Arranged by:

Free Spirit Flex is arranged on behalf of JustTravelcover.com by travel insurance specialist, P J Hayman & Company Limited who are authorised and regulated by the Financial Conduct Authority. Financial Services (FS) Register Number: 497103. Registered Office: Stansted House, Rowlands Castle, Hampshire PO9 6DX. Registered in England - No. 2534965.

JustTravelcover.com is authorised and regulated by the Financial Conduct Authority. Register Number: 610022. Registered Office: Victoria House, Toward Road, Sunderland SR12QF. Registered in England No. 05399196.

Reciprocal Health Arrangements

European Health Insurance Card (EHIC)/Global Health Insurance Card (GHIC)

The EHIC allows **you** to access state provided healthcare in all European Economic Area (EEA) countries and Switzerland. **Your** EHIC will be accepted for the remainder of its validity.

From 4th January 2021, if **you** do not have a valid EHIC **you** will need to apply for a GHIC but please be aware that the GHIC does not cover Switzerland, Iceland, Liechtenstein or Norway. For more information or to apply for **your** GHIC: online at **www.dh.gov.uk/travellers** or by telephoning **0845 606 2030**.

Presenting your EHIC/GHIC at a public medical facility will allow you to obtain treatment at a reduced cost and in many cases free of charge, provided you are a UK or BFPO resident (please note if you reside in the Isle of Man or the Channel Islands you are not eligible for an EHIC/GHIC). You must carry it with you when travelling abroad. Remember to check your EHIC/GHIC is still valid before you travel.

If you are travelling outside the EEA then there are some countries that have reciprocal agreements with the **UK** and these can be found on:

www.nhs.uk/NHSEngland/Healthcareabroad/countryguide/NonEEAcountries /Pages/Non-EEAcountries.aspx

Medicare

If you are travelling to Australia you must register with Medicare on arrival. There is a Medicare office in all major towns and cities in Australia. Registration is free and this will entitle you to reduced medical charges from doctors, reduced prescription charges and access to Medicare hospitals. For more information on Medicare visit:

www.medicareaustralia.gov.au or email: medicare@medicareaustralia.gov.au

<u>Note</u>: if **you** make use of these arrangements or any other reciprocal health arrangement which reduces **your** medical expenses, **you** will not have to pay an excess (with the exception of any increased excess relating to declared **medical conditions**).

USA Medical Costs

Medical providers in the USA routinely charge international patients many times higher than it costs them to provide service. As this policy covers reasonable medical expenses, **we** will not pay excessive or inflated charges for **your** treatment so it is important that **you** do not pay any medical providers up front, either at the time of **your** treatment or on **your** return to **your home country**. They may engage the services of collection agencies but any correspondence should simply be sent on to **us**, unanswered: there is no lawful action that can be taken which **we** cannot step in and take over on **your** behalf.

Important Conditions Relating to Your Health

Medical Declaration

To be covered on this policy **you** must act in accordance with the terms and conditions of the policy. Pre-existing **medical conditions** will only be covered if declared and accepted by **us** in writing.

Failure to declare ALL pre-existing **medical conditions** may result in claims being rejected

It is a condition of this policy that unless **you** have been given **our** agreement **you** will not be covered.

You must contact **us** on **0333 003 0021** if **you** or anyone else to be insured on this policy answer 'YES' to any of the following questions.

If **you** are not sure of any of the information **you** are giving **us** or do not know the answers, please check with **your** treating **doctor**.

Question 1 of 6

Has anyone name on this policy ever had treatment for:

- a) any heart or circulatory condition?
- b) any type of diabetes?

- c) a stroke or high blood pressure?
- d) any type of cancer, whether in remission or not?
- e) any lung or breathing condition?
- f) an organ transplant or dialysis?

Question 2 of 6

In the last 5 years, has anyone named on this policy suffered from a serious or recurring **medical condition**, been prescribed medication or received treatment or attended a **doctors** surgery?

Question 3 of 6

In the last 5 years, has anyone named on this policy been referred to a specialist or a consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an in or out patient?

Question 4 of 6

Has anyone named on this policy ever been diagnosed or treated for any form of anxiety, depression or psychiatric condition including eating disorders?

Question 5 of 6

Has anyone on this policy been placed on a waiting list currently for investigations or treatment?

Question 6 of 6

Has anyone named on this policy been diagnosed by a **doctor** as suffering from a terminal illness?

Change in health of an insured-person

- If your health changes after you purchased your policy but before you commence your trip (or in the case of Annual Multi-trip cover before booking your next trip) or pay the balance or any further instalments for your trip, you must tell us about these changes, if:
 - you have seen a doctor because you develop a new medical condition, your prescribed medication changes or an existing medical condition deteriorates;
 - · you have seen or been referred to a consultant or specialist;
 - you are waiting to receive treatment (including surgery, tests or investigations) or the results of tests and investigations, or have been admitted to hospital.

We will then tell you if we can cover your medical condition(s) free of charge or for an additional premium.

- 2. If we cannot cover your medical condition(s), or you do not want to pay any additional premium quoted, we will give you the choice of either:
 - · making a cancellation claim for any pre-booked trips; or
 - cancelling your policy and receiving a proportionate/partial refund, provided that you have not made a claim or are about to.

Individuals with whom you are travelling or have arranged to travel, a person with whom you have arranged to reside with temporarily, a close relative or close business associate, who are not insured under the policy

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 **close relative**, friend or close **business associate** 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.

We will not pay for any claim **you** (or any **insured-person**) make under Section A1 - Cancellation or B3 - Curtailment/Loss of Holiday, that has anything to do with the **medical condition** of that person.

Pregnancy - our policies include emergency medical expenses cover for pregnancy and childbirth from week 0 to week 28 inclusive whilst **you** are away. From the start of week 29 to week 40 of the pregnancy, there is no cover for claims relating to normal pregnancy and normal childbirth or cancellation, however, medical expenses and cancellation cover will be provided if any of the following complications arise: Toxaemia, Gestational hypertension, Ectopic pregnancy, Post-partum haemorrhage, Pre-eclampsia, Molar pregnancy or hydatidiform mole, Retained placenta membrane, Placental abruption, Hyperemesis gravidarum, Placenta praevia, Stillbirth, Miscarriage, Emergency Caesarean, a Termination needed for medical reasons, Premature birth more than 12 weeks (or 16 weeks if **you** know **you** are having more than one baby) before the expected delivery date.

Please note **we** will not cover denial of boarding by **your** carrier so **you** should check that **you** will be able to travel with the carrier/airline in advance.

It is essential, if at the time of booking **your trip you** are aware that **you** are pregnant, that **you** ensure that **you** are able to have the required vaccinations for that **trip**; no cover will be provided for cancellation in the event that, after booking **you** discover travel is advised against or **you** are unable to receive the appropriate and required vaccinations for that country.

How We Use Personal Information

We will use the information from your policy for the purpose of providing you with insurance services and additional products and services. We fully accept our responsibility to promote the privacy of customers and the confidentiality and security of information entrusted to us.

The information provided by or on behalf of **you** when the policy was taken out, together with other information, will be used by **us**, **our** Group companies and **our** service providers and agents. It will be used for administration, customer service and claims.

It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies. **You** have provided information in connection with the purchase and performance of this insurance policy and **you** have consented to the processing of the personal data, including sensitive personal data and **you** have consented to the transfer of this information abroad.

Unless you have informed us otherwise, we or our service providers and agents may contact you by mail or telephone to let you know about any goods, services or promotions that may be of interest to you and/or share your information with organisations that are our business partners. Under the UK Data Protection Act 2018 which incorporates the General Data Protection Regulation (EU)2016/679, you have certain rights regarding access to your information. You have the right to see a copy of the personal information held about you, if you believe that any of the information we are holding is incorrect or incomplete, please let us know as soon as possible. Any information which is found to be incorrect will be corrected promptly.

We may monitor and/or record communication with ${\bf us}$ either directly or by reputable organisations selected by ${\bf us}$, to ensure consistent servicing levels and account operation.

We will keep information about you only for as long as is appropriate.

In certain circumstances, **we** may 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.

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.

If you require privacy policy details for JustTravelcover.com, this can be found online: www.justtravelcover.com/privacy

If **you** require details of International Passenger Protection Limited's privacy policy, please refer to - https://www.ipplondon.co.uk/privacy.asp

If **you** require details of AXA Partners Group's privacy policy, this can be found online on their website https://www.axa-assistance.co.uk/en/privacy-policy/. Alternatively, a hard copy is available on request - email: dataprotectionenquiries@axa-assistance.co.uk.

If you require details of AmTrust Europe Limited's full privacy notice, visit: https://www.amtrustinternational.com/legal/privacy-cookies/

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

UK Data Protection Act 2018 which incorporates the General Data Protection Regulation (EU)2016/679.

How Your Policies Work

Our Pledge To You

It is **our** aim to give a high standard of service and to meet any claims covered by these policies honestly, fairly and promptly. **We** occasionally get complaints and these are usually through a misunderstanding or insufficient information. Any complaint will be investigated at once and the matter resolved as quickly as possible, please see **our** complaints procedure at the back of this policy for information.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme (depending on the type of insurance and the circumstances of the claim) if **we** are unable to meet **our** financial obligations under this policy. A claim under this type of insurance is covered for 90% of the claim without any upper limit.

Further information about the compensation scheme is available from:

Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 020 7741 4100 or 0800 678 1100

Website: www.fscs.org.uk

Policy Information

Cover is specified for each passenger who is shown as having paid the insurance premiums and whose name is shown on the Policy Schedule.

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

In the event that **you** have paid for a **trip** on behalf of other individuals not insured on this policy please be advised that **your** policy only provides cover for **your** proportion of **trip** costs, as opposed to the amount **you** have paid on behalf of others.

Accurate And Relevant Information

You have a duty to take reasonable care to answer questions fully and accurately, and that any information **you** volunteer is not misleading. This applies both when **you** take the policy out and at any time during the policy period. If **you** do not do so, **we** reserve the right to void **your** policy from inception.

Criteria For Purchase

This insurance is sold on the understanding that **you** and anyone travelling with **you** and named on the Policy Schedule:

- · Are a resident of the United Kingdom, Channel Islands or BFPO.
- Have been in the United Kingdom for a minimum of 6 months in the year prior to purchasing your insurance policy.
- Is taking a trip which starts and ends in the United Kingdom, Channel Islands or BFPO.
- Are registered with a doctor in your home country.
- Have not started the trip.
- Travel must take place within 1 year of the start date of your policy.
- Are not making a one-way trip.
- Are travelling with the intention to return to the United Kingdom, Channel Islands or BFPO within your trip dates, unless an extension has been agreed with us and we have confirmed in writing.
- Are not travelling within your home country for less than 3 days on any one trip.
- Are not travelling against the advice of your doctor or a medical professional or where you would have been if you had sought their advice before beginning your trip.
- Are not travelling specifically to receive medical treatment during your trip or in the knowledge that you are likely to need treatment.

- Take all possible care to safeguard against accident, injury, loss or damage as if you had no insurance cover.
- When purchasing Single Trip cover:
 - Are not travelling for more than 94 days (reduced to 45 days if **you** are aged 76 years or over on the date **you** purchase **your** policy), on any one **trip**.
 - Winter sports activities are only covered if you are aged 69 years or under on the date you purchase your policy and the appropriate additional premium has been paid and winter sports cover is shown on your Policy Schedule.
- When purchasing Annual Multi-trip cover:
 - Are not travelling for more than 31 days (Silver cover) or more than 45 days (Gold cover), on any one trip;
 - Winter Sports activities are only covered if the appropriate additional premium has been paid and winter sports cover is shown on your Policy Schedule, and
 - winter sports cover is only available if you are aged 69 years or under on the date you purchase your policy;
 - winter sports cover is limited to a maximum total of 17 days in any one annual period of cover.
 - Accept that all children, under the age of 18 on the date you purchase your policy, must travel with an adult, insured under this policy.
- Are aware that there is no cover under this policy if you purchased this insurance with the reasonable intention or likelihood of claiming.
- Are aware that there is no cover under this policy if you travel to a country or specific area that, prior to your trip commencing, the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does not apply where your destination is within Europe 1 or Europe 2 (see the definition of 'Geographical Area' on page 7) and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel solely due to the Coronavirus risk.

Cancelling Your Policies

<u>Important- Applicable to all policies</u> - **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.

If you wish to cancel your policy, please contact Customer Services:

Email: admin@justtravelcover.com

Telephone: 0333 003 0021

Write to: 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 Customer Services 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

Our Right To Cancel The Policy

We reserve the right to give 7 days notice of cancellation of this policy, without refund, by recorded delivery to **you** at **your** last known address in the event of the following circumstances; fraud, suspected fraud, misleading information or deliberate misrepresentation, or abusive behaviour to any of **our** staff or agents.

When Your Policy Covers Start And End

If you have chosen a Single Trip policy:

- The cover under Policy A starts from the date the policy was issued and ends when **you** leave **home**. No further **trips** are covered.
- End Supplier Failure Insurance starts from the date the policy was issued and ends when **you** complete **your trip**. No further **trips** are covered.
- The cover under Policy B starts when **you** commence **your trip** and ends when **you** complete **your trip**. No further **trips** are covered.

If **you** have chosen an Annual Multi-trip policy:

- The cover under Policy A starts from your chosen inception date and ends when you leave home to start your trip. Cover for subsequent trips starts from the date of booking your trip and finishes at the end of your trip. Cancellation cover will cease when you start your trip or upon expiration of your policy, whichever is first
- End Supplier Failure Insurance starts from your chosen inception date or from the date of booking your trip, whichever is later and will cease on completion of your trip or expiry of the policy, whichever is the first.
- Cover under Policy B starts when you leave home and ends when you complete your trip.

You may take any number of trips within the policy period shown on your Policy Schedule (maximum duration per trip of 31 days Silver cover or 45 days Gold cover or for winter sports cover a maximum total of 17 days in any one annual period of cover).

Your Policy Wordings

Your insurance document shows details of both pre-travel and travel insurance policies, including the sections of cover, limits, conditions, exclusions, information on what to do if **you** need to claim, how to obtain legal advice and how to contact the 24 hour Medical Emergency Assistance Company.

Your travel insurance policy is not intended to cover items of high value, such as video camcorders, expensive watches etc., as these should be fully insured under your house contents insurance on an All Risks extension for 365 days of the year. There is a maximum amount you can claim for each individual item. There is a maximum amount in total for valuables which is shown under the personal possessions section. The personal possessions section is <u>not</u> 'new for old' and wear, tear and depreciation will be deducted.

PLEASE NOTE: This is a travel insurance policy and not private medical insurance. This means there is no cover for any medical expenses incurred in private facilities if we have confirmed that medically capable public facilities are available.

There is no cover for routine, non-emergency or elective treatment, or for treatment that can wait until **your** return **home**.

In some instances, **you** may need to be moved from one local facility to another larger/more specialised facility, for treatment.

Having travel insurance does not ensure a 'fast track' medical service from the treating facility, emergency rooms can be busy at certain times and so it is possible **you** may have to wait, unless **you** require critical care.

Once **you** are discharged from hospital this does not always mean **you** are 'fit to fly'

The policy is a contract between **us** and **you. We** will pay for any insured event, as described in the policy, that happens during the period of validity and for which **you** have paid the appropriate premium.

Travel insurance policies have specific requirements for both purchasing and making successful claims. <u>Please take the time to read and understand it</u> straight away as not all policies are the same. All risks which are covered are set out clearly in sections with conditions, limits and exclusions (things which are not covered).

All numbers and letters shown under 'For each **insured-person** this insurance will not cover' refer to the same numbers and letters under 'For each **insured-person** this insurance will pay'. Where no letters or numbers are shown it applies to the whole section. If **your** circumstances do not fit those specified then there is no cover in place.

Your Excess

Under some sections of the policy an excess will apply to each claim, per section, for each separate incident payable per **insured-person**. This means that **you** will be responsible for paying the first part of the claim for each incident giving rise to a separate claim. The amount **you** have to pay is the excess.

Your excess may be increased to include existing medical conditions (including anything directly or indirectly related to that condition) confirmed in writing by the Medical Declaration Service. The increased excess will apply to all persons insured on the policy whose claim has been caused by the declared medical condition.

If you have paid the additional premium for 'Excess Waiver', the excess would be reduced to Nil in the event of a claim (the excess for Sections B13 - Gadget Cover and B15 - Travel Dispute would still apply). Note: any excess imposed by us following your call to the Medical Declaration Service, would still apply.

Trip Extensions

Trip extensions if you decide you wish to extend your trip whilst overseas

If, once you have left the United Kingdom and before the end of the period of insurance, you decide you want to extend your policy, please contact Customer Services on 0333 003 0021. Extensions can usually only be considered if there has been no change in health (or that of a close relative or business associate) and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

However, should there have been a **change in health** or **you** are aware that a claim has been made or will need to be made under the original policy, then **we** may still be able to consider the extension, provided full details are disclosed to **us** for consideration.

Trip extensions if you are unable to return home from your trip as planned

If, due to unexpected circumstances beyond **your** control, for example, due to **illness** or injury or unavoidable delays affecting **your** return **flight** or **public transport**, **your trip** cannot be completed within the **period of insurance** outlined in **your** policy schedule, cover will be extended for **you** at no extra cost for up to thirty (30) days. This also applies to one person travelling with **you** who is authorised to stay with **you** by the Medical Emergency Assistance Company if the extension is due to medical reasons. All requests for more than thirty (30) days must be authorised by the Medical Emergency Assistance Company.

Trip extensions – travel disruption caused by a pandemic/epidemic (including Coronavirus)

If, as a result of a **pandemic** and/or **epidemic** (including but not limited to **Coronavirus**), **you** are unable to return to the **UK** as planned, due to:

- a) a country closing their borders and/or
- b) the cancellation or delay of your booked public transport

and as a result **you** wish to extend coverage under **your** current policy, please contact Customer Services on: **0333 003 0021. We** will need full details of **your** circumstances, to allow **us** to consider any such request. Please be aware, that all such extension requests will be considered, but cannot be guaranteed.

Expiry Of Your Policy

If you have Annual Multi-trip cover, we will contact you prior to the expiry of the period of insurance as shown on your Policy Schedule. We will give you at least 21 days written notice before the expiry date.

Definition of Words

Listed below are certain words that appear throughout the policy. These will always be shown in **bold** type and in all cases will have the meanings shown below.

BFPO

means British Forces Posted Overseas.

Business associate

means a business partner, director or employee of **yours** who has a close working relationship with **you**.

Carer

means the person travelling in **your** party who is competent to provide care for **you** where **you** are not able to care for yourself.

Change in health

means any deterioration or change in **your** health between the date the policy was bought and the date of travel, this includes new medication, change in regular medication, deterioration of a previously stable condition, referral to a specialist, investigation of an undiagnosed condition or awaiting treatment/consultation.

Channel Islands

means Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou.

Children/Grandchildren

means persons under the age of 18 on the date you purchase your policy.

Close relative

means spouse or partner (who **you** are living together with), parents, grandparents, legal guardians, foster child, parents-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parents, step-child, step-brother, step-sister, aunt, uncle, brother, sister, child, grandchild, niece, nephew, or fiancé(e).

Connecting flight

means a **connecting flight** which departs **your** first scheduled stop-over destination 12 hours after arrival from **your international departure point**.

Co-operate

means to provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

Coronavirus

means Covid-19, including any related and/or similar conditions howsoever called, or any mutation of these.

Curtailment/curtail

means the cutting short of your trip by your early return following your repatriation.

Cruise

means a voyage of more than 72 hours in duration on a ship/vessel sailing on the seas or oceans, that includes stopping at various ports. In any event there is no cover for cargo or container ship travel.

Doctor

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

Domestic flight

means a **flight** where the departure and arrival take place within the **United Kingdom** or the **Channel Islands**.

Drones

means un-manned aerial vehicles that belong to or being used by you.

Duty free

means any items purchased at duty free (including but not limited to tobacco products, alcohol, perfumes, cosmetics).

Epidemio

means a widespread occurrence of an infectious disease in a community at a particular time.

Essential items

means underwear, socks, toiletries, prescribed medication, **medical aids** and a change of clothing.

Excursion

means a short journey or activity undertaken for leisure purposes.

Existing medical condition

means **you** are considered to have an existing medical condition if **you** answer 'YES' to any of the questions stated in **our** 'Medical Declaration' on pages 3/4.

Family

means parents or grandparents (up to a maximum of two adults) and their **children** or **grandchildren** who reside within the **UK**, **Channel Islands** or **BFPO**.

<u>Note</u>: cover for families shall apply where the appropriate premium has been paid and shown on the Policy Schedule and where the family members travel together. Adults insured on an Annual Multi-trip policy are entitled to travel independently of each other. Cover for **children** or **grandchildren** will only be provided if travelling with an adult, insured under this policy.

Flight

means a service using the same airline or airline flight number.

Geographical area

You will not be covered if **you** travel outside the area **you** have chosen, as shown on **your** Policy Schedule.

- United Kingdom (England, Wales, Scotland, Northern Ireland and Isle of Man).
- Europe 1 including: United Kingdom and Austria, the Azores, Belgium, Bulgaria, Channel Islands, Corsica, Croatia, Czech Republic, Denmark (and the Faroe Islands), Finland, France, Germany, Gibraltar, Hungary, Iceland, Italy, Liechtenstein, Luxembourg, Madeira, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (west of the Ural mountains), San Marino, Sicily, Slovak Republic, Slovenia, Sweden.
- Europe 2 including: Europe 1 shown above and the remaining countries west of the Ural mountains, Andorra, Balearics, Canary Islands, Cyprus, Greece, Morocco, Spain, Switzerland, Tunisia and Turkey.
- Australia & New Zealand including: Europe 2 shown above and Australia, including
 Territory of Cocos (Keeling Islands, The Territory of Christmas Island, Norfolk Island
 and Lord Howe Island) and New Zealand, including the Cook Islands, Niue and
 Tokelau (including up to 48 hours stopover in a country within a Worldwide area).
- **Worldwide** *excluding* Canada, Caribbean, China, Hong Kong, USA, Afghanistan, Liberia and Sudan *but including* Egypt and Israel.
- Worldwide including Canada, Caribbean, China, Hong Kong, USA but excluding Afghanistan, Liberia and Sudan.

Where Annual Multi-trip cover is purchased Europe 1 & Europe 2 will be shown as Europe. Australia/New Zealand will be included within Worldwide areas excluding Canada, Caribbean, China, Hong Kong, USA, Afghanistan, Liberia and Sudan but including Egypt and Israel.

Please note:

This insurance policy will <u>not</u> cover **you** to travel to a specific country or to an area where, prior to **your trip** commencing, the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does <u>not</u> apply where **your** destination is within Europe 1 or Europe 2 (see the definition of 'Geographical Area' above) and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel solely due to the **Coronavirus** risk.

It is **your** responsibility to check the latest advice from the FCDO prior to commencing **your trip**, which **you** can find at **www.gov.uk/foreign-travel-advice**

Home

means one of your normal places of residence in the **United Kingdom**, the **Channel Islands** or **BFPO**.

Home country

means the country you live in within the United Kingdom or the Channel Islands.

III/IIIness

means a condition, disease, set of symptoms or sickness leading to a significant change in **your** health, as diagnosed and confirmed by a **doctor** during the **period of insurance**.

Inshore

means within 12 Nautical miles of the shore.

Insured-person/You/Your

means any person named on the Policy Schedule.

For 'Gadget Cover' this will also mean the person who owns the gadgets.

International departure point

means the airport, international rail terminal or port from which **you** departed from the **UK**, **Channel Islands** or **BFPO** to **your** destination, and from where **you** depart to begin the final part of **your** journey **home** at the end of **your trip**.

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.

Known event

means an existing, publicly announced or publicly broadcasted occurrence such as government directives, unusual weather conditions, road traffic accidents, passport or customs delays or a strike.

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 the mobility and care for the disabled and any other articles of such equipment specified in the Policy Schedule all belonging to **you** (or for which **you** are legally responsible).

Medical condition

means any disease, illness or injury, including any psychological conditions.

Natural disaster

An event such as avalanche, blizzard, earthquake, flood, explosion, fire, forest fire, storm, hurricane, lightning, tornado or tsunami.

Off-piste

means skiing or snowboarding within ski area boundaries, off marked and groomed pistes and in between groomed trails and runs, where ski lifts and emergency services are easily accessible and ending back at a ski area lift. Not including areas marked or prohibited from entry.

On-piste

means piste skiing or snowboarding, including skiing or snowboarding on areas in and around the resort, but off the actual marked pistes, such as skiing on a hillside between marked pistes, or skiing down slopes adjacent to marked runs, but always finishing at the bottom of tows or lifts within the resort and never in areas cordoned off or restricted. All other areas are considered as **off-piste**.

Pair or se

means 2 or more items of **personal possessions** that are complementary, purchased as one item or used or worn together.

Pandemic

means an epidemic that has spread across a large region.

Period of insurance

means the **trip** dates shown on the Policy Schedule or for Annual Multi-trip cover a **trip** that does not exceed the stated limit.

Personal money

means sterling or foreign currency in note or coin form.

Personal possessions

means each of **your** suitcases and containers of a similar nature and their contents (excluding **ski equipment** and **medical aids**) and articles **you** are wearing or carrying including **your drones** and **your valuables**.

Public transport

means buses, coaches, **domestic flights** or trains that run to a published scheduled timetable.

Redundant

means being an employee where **you** qualify under the provision of the Employment Rights Act 1996, and who, at the date of termination of employment by reason of redundancy, has been continuously employed for a period of 2 years or longer and is not on a short term fixed contract.

Relevant information

means a piece of important information that would increase the likelihood of a claim under **your** policy.

Repatriation

means the return of someone named on the policy to their **home**, a hospital, nursing home or funeral director in the **United Kingdom** or the **Channel Islands** as arranged by the Medical Emergency Assistance Company, unless otherwise agreed by **us**.

Resident

means a person who has their main **home** in the **United Kingdom**, the **Channel Islands** or **BFPO** and has not spent more than 6 months abroad in the year before buying this policy.

Scheduled airline

An airline that publishes a timetable and operates its service to a distinct schedule and sells tickets to the public at large, separate to accommodation and other ground arrangements.

Ski equipment

means skis, ski bindings, ski poles, ski boots, ski goggles, ski helmet, board boots, snowboard bindings and snowboards.

Ski pack

means ski pass, ski lift pass and ski school fees.

Terrorism

means an act(s), including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or 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.

Travel documents

means valid visas, ESTA's, travel tickets, European Health Insurance Card (EHIC)/Global Health Insurance Card (GHIC) and valid reciprocal health Form E112.

Travelling companion

means a person with whom **you** are travelling with and on the same booking or with whom **you** have arranged to meet at **your trip** destination, with the intention of spending a proportion of **your trip** with, who may have booked independently and therefore not included on the same booking and may have differing inbound and outbound departure times or dates.

Trip

means a holiday or journey for which **you** have made a booking such as, a **flight** or accommodation, that begins when **you** leave **home** and ends on **your** return (i) to **your home** at the end of **your** holiday or journey, or (ii) following **your repatriation**.

Unattended

means left away from **your** person where **you** are unable to clearly see and are unable to get hold of **your personal possessions**.

Unexpectedly

means at the time of purchase of this insurance policy there was no reasonable chance or knowledge of a circumstance that would lead to a claim, including information publicised in mainstream media/medical outlets.

United Kingdom/UK

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

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 television equipment, radios, CD players, audio equipment, computer equipment/accessories, hard drives, flash drives, binoculars, telescopes, antiques, jewellery, laptop computer (meaning any portable computer that includes a screen, keyboard and track pad or track ball), watches (only meaning a traditional watch such as analogue, automatic or digital), precious or semi-precious stones, articles made of or containing gold, silver or other precious metals, films, or Compact Discs.

War

means military action, either between nations or resulting from civil war or revolution.

We/Our/Us

Sections A1, B1 to B12 & B14 - Chaucer Insurance Company DAC. Section B13. Gadget Cover - UK Branch of Inter Partner Assistance S.A. Section B15. Travel Dispute - AmTrust Europe Limited. End Supplier Failure Insurance - Liberty Mutual Insurance Europe SE.

Winter sports

means **on-piste** skiing/snowboarding in recognised areas (including **off-piste** when accompanied by a guide or instructor and provided **you** are not skiing against local recommendations or where avalanche warnings have been given), alpine skiing, big foot skiing, cat skiing (with a guide), cross country skiing, glacier walking, husky dog sledging (organised and with an experienced local driver), ice skating, kick sledging, langlauf, mono-skiing, nordic skiing, passenger sledge, ski boarding, ski dooing, sledging, snow mobiling, snow parascending, snow shoe walking, snow tubing, snowcat driving, speed skating, telemarking and tobogganing.

These activities are only covered if **winter sports** cover is shown on **your** Policy Schedule and the appropriate additional premium has been paid.

All of the above **winter sports** activities are covered on a non-professional and non-competitive basis. **We** consider 'professional or competitive' to be activities or sports where **you** are either paid for participating in, receive any element of sponsorship, fees or prize money in excess of **£200**. Any claims which arise whilst undertaking any of these **winter sports** activities for any purpose other than leisure (examples of non-leisure purposes include professional / semiprofessional / paid / sponsored racing, timed events - unless otherwise specified, professional, display events, photo shoots, etc..) will not be covered under this policy.

If you intend to participate in any winter sports activity you must ensure that:

- your usual treating doctor is happy for you to do so;
- you follow the safety guidelines for the activity concerned and where applicable you use the appropriate and recommended safety equipment.

There is no cover for the following activities:

off-piste skiing/snowboarding without a guide or instructor, skiing/snowboarding against local authoritative recommendations, warnings or advice, ski stunting, freestyle skiing, bob sleigh, ice hockey, bobbing, heli-skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, glacier skiing, snowcat skiing, snow carting or the use of bob sleighs, luges or skeletons or any competitive skiing.

Conditions & Exclusions Applying to Your Policies

Not applicable to End Supplier Failure Insurance.

Below are some important conditions and exclusions which apply to your pre-travel (Policy A) and travel policy (Policy B).

It is recommended that **you** read this along with the 'Criteria for Purchase' and the conditions for each section of **your** policies as this will make sure that **you** are aware of any conditions which may affect **your** circumstances or likelihood to claim.

Applying to all sections of your policies:

You are not covered under any section, unless specified, for any of the following circumstances:

- 1) any claim under Policy B if a claim has been submitted under Policy A;
- 2) **your** participation in an activity not listed under:
 - a) 'Sports & Activities', or
 - the definition of winter sports or where the appropriate additional premium has not been paid to include winter sports cover.

- 3) any re-occurring health condition, existing medical condition or any other medical condition which has been treated in hospital or has been referred to a specialist in the last 2 years or you are waiting for any tests or treatment of any description or your doctor has altered your regular prescribed medication in the last 6 months, unless we have agreed cover in writing;
- 4) any claim due to **your** carrier's refusal to allow **you** to travel for whatever reason;
- your suicide, self-injury or deliberately putting yourself at risk (unless you were trying to save another person's life);
- we will not pay for the following:
 - a) anything caused by you:
 -) causing damage or injury on purpose;
 - ii) breaking the law;
 - iii) piloting or travelling in an aircraft where you or the pilot are not licensed to carry passengers;
 - iv) not following the laws of the country or local authorities;
 - b) anything caused by:
 - your use of drugs.
 - your excessive consumption of alcohol by which we mean where you have drunk so much alcohol that a doctor 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 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.
 - 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.
 - any claim which is as a result of you having been diagnosed as suffering from acute alcohol intoxication, alcohol dependency or alcohol withdrawal.
- you travelling on, or in, a motorised vehicle for which you do not hold appropriate
 qualifications to operate at home (Note: there is no cover under Section B7 Personal Liability for any claim related to the use of motorised vehicles);
- 8) any claim where **you** are not wearing a seatbelt when travelling in a motorised vehicle, where a seatbelt is available;
- 9) you travelling on a motorcycle or moped without wearing a crash helmet, whether legally required locally or not and if you are riding pillion, the rider must also hold appropriate qualifications. <u>Please note</u>: there is no cover for offroading or the use of a quad bike;

<u>Note</u>: you can visit the following link to the UK Government site for more information on appropriate licenses: www.gov.uk/ride-motorcycle-moped/bike-categories-ages-and-licence-requirements

- delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other government officials or authorities of any country.
- 11) any claim arising from relevant information known by you at the time of buying this policy or which occurs between booking and travel unless it has been disclosed to us and we have agreed in writing any terms applicable;
- 12) the operation of law or as a result of an unlawful act or criminal proceedings against anyone included in your booking or any deliberate or criminal act by an insured-person;
- the usage of drones;
- 14) you travelling to a country or specific area that, prior to your trip commencing, the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. This exclusion does not apply where your destination is within Europe 1 or Europe 2 (see the definition of 'Geographical Area' on page 7) and where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel solely due to the Coronavirus risk;
- if you purchased this insurance with the reasonable intention or likelihood of claiming;
- any loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - a) 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);
 - b) any computer virus;
 - c) any computer related hoax relating to a) and/or b) above.

- 17) any claim or 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.
- 18) 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.
- 19) 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.
- 20) any claim directly or indirectly related to the <u>fear</u> or <u>threat</u> of a <u>pandemic</u> and/or <u>epidemic</u>, including but not limited to <u>Coronavirus</u>.
- 21) loss of earnings, additional hotel costs, visas, ESTAs, additional car hire, additional parking fees, kennel/cattery fees or any other loss unless it is specified in the policy;
- 22) any loss due to currency exchanges of any and every description;
- 23) any trip where you have no pre-booked return ticket or cannot prove your intention to return to your home country;
- 24) accepting that no alterations and/or additions to the printed terms and conditions of your policy be valid unless initialled by us, or P J Hayman & Company Limited on our behalf;
- 25) support any claim with the correct documentation as laid out in the individual section:
- notifying us immediately of any change in health or medication after you buy the policy;
- 27) cargo or container ship travel;
- all medical bills and correspondence relating to them must be sent to us directly, you should not pay them or respond to them at all;

In respect of all sections other than Section B1 - Emergency Medical & Associated Expenses:

- 29) war, terrorism, biological or chemical warfare, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 30) loss or damage to any property, or any loss, expense or liability arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel or the radioactive toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it, or being exposed to the utilisation of nuclear, chemical or biological weapons of mass destruction.

In respect of Sections A1 - Cancellation, B1 - A. Emergency Medical & Associated Expenses and B3 - Curtailment/Loss of Holiday, only

- 31) checking with your doctor on the advisability of making the trip and/or participating in any of the sports & activities, if you have any existing medical condition, taking into account your chosen destination, the climatic conditions, the stability of your condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available. Cover will not be given if travel is against the advice of your doctor;
- not requiring insurance for your existing medical condition, unless we have agreed cover in writing and any additional premium has been paid;
- 33) not requiring insurance for any diagnosed medical condition that is being investigated unless we have agreed cover in writing and any additional premium has been paid;
- 34) not requiring insurance for any undiagnosed medical condition;
- 35) not requiring insurance for any medical condition for which a close relative or business associate are awaiting or receiving treatment in hospital at the time of buying this policy;
- 36) obtaining any recommended vaccines, inoculations or medications prior to your trip;
- if travelling to Australia, registering for Medicare on arrival;
 <u>Note</u>: there are Medicare offices in all major towns and cities.
- 38) if you choose not to adhere to medical advice given any claims related to this will not be paid:
- 39) any claim where you have travelled against the advice of your doctor or a medical professional;

In respect of all sections other than Sections A1 - Cancellation, B1 - A. Emergency Medical & Associated Expenses and B3 - Curtailment/Loss of Holiday:

40) any claims directly or indirectly related to a pandemic and/or epidemic, including but not limited to Coronavirus.

However, this exclusion shall not apply to Sections A1 - Cancellation, B1 - A. Emergency Medical & Associated Expenses and B3 - Curtailment/Loss of Holiday, provided that **you** have received the recommended number of doses of an approved **Coronavirus** vaccine 14 days prior to **your trip** commencing. This vaccination requirement shall not apply where **you** are under 40 years of age, or if **you** are over 40 years of age but were ineligible for vaccination, or unable to receive the vaccine for medical reasons, and this is shown in **your** medical records. **You** should also refer to point 14) above.

In the event of a conflict between these conditions & exclusions and any other term in **your** policy terms and conditions, these conditions & exclusions take precedence.

POLICY A - PRE-TRAVEL POLICY

Section A1 - Cancellation

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule, up to:

£2,500 Silver cover

£5,000 Gold cover

for your proportion of irrecoverable costs of:

- i) transport charges,
- ii) loss of accommodation,
- iii) foreign car hire and
- iv) pre-paid excursions (limited to £250 Silver cover or £500 Gold cover) booked before you go on your trip,

that you have paid or agreed to pay that are directly related to your trip which you cannot get back from anyone else in the first instance, or which cannot be transferred or used for another purpose and results in a financial loss due to you being forced to cancel your trip because the following unexpectedly happened before you left home which you would not have been expected to foresee or avoid:

- you, anyone insured on this policy, or a travelling companion, became ill, were injured or died:
- ii. **you** or anyone insured on this policy testing positive for **Coronavirus** within fourteen (14) days of **your trip** departure date;
- iii. **you** or anyone insured on this policy being admitted to hospital due to testing positive for **Coronavirus** since **you** purchased **your** policy;
- iv. a family member, a travelling companion, a business associate or the person you were going to stay with became ill (excluding contracting Coronavirus), was injured or died;
- v. your home was burgled, or seriously damaged by fire, flood or storm;
- vi. you, or a travelling companion were called for jury service or required as a witness in a court of law;
- vii. you, or a travelling companion were made redundant;
- viii. you, or a travelling companion had leave withdrawn and are in the armed forces (including reserves and territorial), emergency services, medical or nursing professions (in the public sector) or senior employees of the government;
- ix. as a result of fire, earthquake, storm, flood, riot or civil unrest; the Foreign, Commonwealth & Development Office (FCDO) or comparable prohibitive regulations by the government of the country you were due to visit and within 50 miles of your chosen destination, change the travel advice to advice against all or all but essential travel.

For each insured-person this insurance will not cover:

- any claim where you have not paid your excess or accept that it will be deducted from any settlement, the excess is shown in the Schedule of Benefits table on page 1;
- any claim due to a known event;
- any claim where you are unable to provide evidence from a medical professional confirming your illness or infectious disease;
- any claim where you cancelled your trip because:
 - you are unable to provide evidence from a medical professional confirming the illness, infectious disease, injury or death;
 - you simply did not want to travel or had a fear of travelling;
 - you could no longer afford to pay for the trip;

- of an existing medical condition which you have not told us about and that we have not agreed to cover in writing;
- of any epidemic, or pandemic as declared by the World Health Organization (WHO) except due to illness;
- due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease including Coronavirus;
- any claim where you cancelled your trip because of Coronavirus:
 - if you do not have an official positive test result confirming your diagnosis
 within fourteen (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;
 - if a medical professional advises you not to travel as you have underlying health conditions that place you 'at a higher risk' from Coronavirus;
 - any costs of Coronavirus testing;
 - if you were showing symptoms of, or had been diagnosed with, Coronavirus, when this policy was purchased;
- any claim where you, or a travelling companion did not obtain the required travel documents, inoculations or vaccinations for the area you are travelling to;
- any claim where **you**, or a **travelling companion** are the defendant in a court of law.
- any claim where you did not obtain prior authority to take leave or your leave was cancelled on disciplinary grounds;
- any claim where you ask us to pay for a 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 s75 Consumer Credit
 Act, or any other specific legislation for transport or travel providers;
- any claim where you ask us to pay for any costs already accepted or offered by your transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements;
- any claim where you are unable to prove your financial loss;
- any claim where you purchased insurance with the reasonable intention or likelihood of claiming;
- any claim which relates to course charges or tuition fees unless agreed in writing by us;
- any claim where **you** do not **co-operate** with **us**.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: you may only claim under this section of cover or under Section B3 - Curtailment/Loss of Holiday, Section B8 - Extended Journey Disruption, Section B9 - Delayed Departure, or Section B10 - Missed Departure/Missed Connection, not under each section.

If you need to claim:

Inform **your** tour operator, travel agent, transport or accommodation provider <u>immediately</u> of **your** necessity to cancel and request a cancellation invoice.

Ensure that the medical certificate in the cancellation claim form is completed by the **doctor** of the person whose injury, **illness** or death has caused the cancellation.

Note: we will pay a maximum of £80 to your doctor for medical records/completion of a medical certificate, that have been requested by us.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

END SUPPLIER FAILURE INSURANCE

Note:

Gold policy cover is automatically included.

Silver policy cover is optional and will only be in force if shown on **your** Policy Schedule and the appropriate additional premium has been paid.

Definition of words applicable to this section only:

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

End Supplier - means the company that owns and operates the services listed in point 1. below.

Note: **you** must refer to the 'Definition of Words' section of this Policy which will also apply.

For each insured-person this insurance will pay:

up to £1,500 for:

- irrecoverable sums paid prior to financial failure of the 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 all known as the end supplier of the travel arrangements not forming part of an inclusive holiday prior to departure, or;
- 2. in the event of **financial failure** after departure:
 - a) 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;
 - b) if curtailment of the holiday is unavoidable the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man or Northern Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

For each insured-person this insurance will not cover:

- Travel or accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Northern Ireland prior to departure
- Any end supplier which is, or which any prospect of financial failure is known by the insured-person or widely known publicly at the date of the insuredperson'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
- The financial failure of any travel agent, tour organiser, booking agent or consolidator with whom the insured-person has booked travel or accommodation
- Any losses which are not directly associated with the incident that caused the insured-person to claim. For example, loss due to being unable to reach your pre-booked hotel following the financial failure of an airline.

If you need to claim:

You will need to supply confirmation that the end supplier has stopped operating, together with your original purchase receipts and any unused travel tickets or accommodation vouchers.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

POLICY B - TRAVEL POLICY

Section B1

A. Emergency Medical & Associated Expenses and

B. Additional Cover on Your Return and

C. UK Trip Non-Medical Cover (this does not apply to a **UK cruise**, see section A.)

<u>PLEASE NOTE</u>: This is a travel insurance policy and not private medical insurance. This means there is no cover for any medical expenses incurred in private medical facilities if we have confirmed that medically capable public facilities are available.

Your policy is intended to cover immediate treatment in an emergency situation. We reserve the right to repatriate you immediately for treatment in your home country when this is deemed to be preferable regardless of your original travel plans. All medical decisions are at the discretion of our medical director. It is essential for you to contact the Medical Emergency Assistance Company prior to being admitted anywhere. In this instance we may arrange for a local transfer to a hospital better equipped for your immediate needs. You must call the Medical Emergency Assistance Company immediately if your medical bill is likely to exceed £500.

Please see the section 'In Case of a Serious Emergency' at the front of this policy for details

For each insured-person this insurance will pay:

A. Emergency medical & associated expenses

 $under \textbf{\textit{your}} \, selected \, cover \, option, as \, specified \, in \, \textbf{\textit{your}} \, Policy \, Schedule, \, up \, to \, :$

£5,000,000 Silver cover

£10,000,000 Gold cover

to you or your legal representatives the following *necessary* emergency expenses that are payable within 6 months of the event that causes the claim that results from your accidental death, injury or illness (including with symptoms of or testing positive for Coronavirus):

- a) for
 - reasonable fees or charges to be paid outside **your home country** or when on a **UK cruise** for medical, surgical, hospital nursing home or nursing services and additional accommodation (room only) necessarily incurred and payable until such time as, when in the opinion of the **doctor** in attendance and the Medical Emergency Assistance Company, **you** are fit to travel:
 - ii) additional travel and accommodation expenses incurred, up to the standard of your original booking, if it is medically necessary for you to stay abroad beyond your scheduled return date. A maximum amount of £2,000 per insured-person applies if you have to extend your trip because you have tested positive for Coronavirus;
 - iii) reasonable additional travel, accommodation and repatriation costs to be made for or by you and for any one other person who is required for medical reasons to stay with you, to travel to you from within your home country or to travel with you;
 - iv) (a) charges following your accidental death outside your home country or when on a UK cruise for your burial or cremation in the locality where your death occurs; plus
 - (b) the reasonable cost of returning **your** ashes **home** or the return of **your** body to **your home** when arranged by **us**.
- b) up to £250 Silver cover or £400 Gold cover, for emergency dental treatment only to cure sudden pain.
- c) reasonable additional costs of providing an alternative carer for you during the remainder of your trip where your carer is an insured-person and is unable to care for you due to them suffering bodily injury or illness (including with symptoms of or testing positive for Coronavirus) and/or compulsory quarantine and no other person with whom you are travelling or a close relative is already present and able or competent to become your carer.
- d) up to £500 if your domestic dog(s)/cat(s) is/are in a kennel/cattery during your trip and your return to your home has been delayed due to your bodily injury, illness (including with symptoms of or testing positive for Coronavirus) or disease

B. Additional cover on your return home following hospitalisation abroad:

- a) Aftercare we will pay you up to the amounts shown below for treatment given, prescribed or costs authorised by a doctor in your home country and agreed by us following bodily injury or illness resulting from inpatient treatment during a trip outside of your home country, up to:
 - £500 for the employment of home-help provided this was not available to you before your trip;
 - ii) £3,000 for the cost of emergency cosmetic medical treatment to repair damage to your soft facial tissue;
 - iii) £300 towards dental treatment;
 - iv) £750 for the cost of further physiotherapy treatment.
- b) Convalescence we will pay you up to £750 towards the cost of a convalescence trip in 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 B1 A. Emergency medical & associated expenses. Your policy will be extended to cover your convalescence trip up to a maximum of 31 days. The convalescence trip must be taken within 3 months of your return to your home country.

C. UK trip Non-Medical Cover:

up to £10,000 for non-medical and other expenses incurred within the UK for the following expenses caused by you becoming ill or dying during the period of insurance, as long as the expenses are reasonable and necessary:

- extra accommodation (room only) expenses, incurred until such time as when, in the opinion of the doctor in attendance and the Medical Emergency Assistance Company, you are fit to travel;
- b) For the purposes of the following cover only 'Repatriation' will be defined as: Repatriation - your return to a hospital within the location of your home as approved by us or the Medical Emergency Assistance Company.
 the overtage of forthwairs to your home, including constriction expressed.
 - the extra cost of returning to **your home**, including **repatriation** expenses if this is medically necessary;
- extra travel and accommodation (room only) expenses for one person who has to either stay with **you** or travel to **you** to escort **you home** if **you** are seriously **ill** or injured;
-) the extra cost of bringing **your** body or ashes **home**;
- e) extra charges necessarily incurred to recover **your** car and **your personal possessions** to **your home** if **you** and no other person travelling with **you** at the time of **your** discharge from hospital are able to drive the car.

For each insured-person this insurance will not cover:

- A.a)the policy excess of each and every claim, per incident for each **insured- person** as shown in the Schedule of Benefits table on page 1, except when **you** have used a European Health Insurance Card (EHIC)/Global Health
 Insurance Card (GHIC) or other mutual agreement between countries to
 obtain a reduction in medical cost when this is reduced to NIL;
 - any elective or pre-arranged treatment or any routine non-emergency tests or treatment of any description, this includes complications as a result of elective, pre-arranged or cosmetic treatment, received whilst abroad;
 - any treatment or hospitalisation which can be reasonably expected;
 - the cost of private treatment where adequate state facilities are available;
 - the cost of replenishing supplies of any medication you were using at the start of the trip, or further treatment for any medical condition you had at the start of your trip;
 - any claim where the risk associated with bringing you home is greater than the risk of you remaining in resort;
 - any claim where your return home would present unnecessary risk to other travellers:
 - any costs of Coronavirus testing, unless you are admitted to hospital as an
 inpatient as a result of an accident, injury or illness that is covered under
 Section B1 A. Emergency Medical & Associated Expenses;
 - the cost of any additional accommodation expenses which exceed the standard of that originally booked or any costs for food or drink;
 - the cost of taxi fares for anyone other than the patient, telephone calls, faxes or any expenses for food or drink;
 - the cost of bringing you home before we consider it clinically suitable and there is appropriate medical treatment available locally;
 - medical costs in excess of fair and reasonable level of charging;
 - any claim that is caused by:
 - the cost associated with the diversion of an aircraft due to your accidental death, injury or illness;
 - repatriation unless this is deemed medically necessary by the Medical Emergency Assistance Company.

A.a) i)- any services or treatment received by you within your home country, except where you are on a UK cruise;

- any services or treatment received by you, including any form of cosmetic surgery or any treatment that in the opinion of the Medical Emergency Assistance Company, in consultation with your treating doctor, can reasonably wait until you return to your home country;
- any services or treatment received by you, after the date on which in the opinion of the Medical Emergency Assistance Company you can safely return home, that would exceed the cost of your repatriation;
- repairs to or for the provision of artificial limbs or hearing aids;
- in-patient treatment that has not been notified to and agreed by the Medical Emergency Assistance Company;
- any extra costs for single or private accommodation in a hospital or nursing home;
- any costs for treatment, including exploratory tests, that has no relationship with the **illness** or injury on which the claim is being made.
- A.a)ii)- additional hotel accommodation expenses which exceed the standard originally booked;
 - additional flights which exceed the standard of that originally booked unless medically necessary and agreed by the Medical Emergency Assistance Company.

A.a)iii)- your burial or cremation in your home country.

- A.b)- emergency dental work costing more than £250 Silver cover or £400 Gold cover.
 - repairs to or for the provision of dentures, crowns or veneers.
 - any dental work involving the use of precious metals.
 - any dental work or treatment which could wait until **your** return **home**.
- A.d)- any claim where **your** pet's stay does not exceed the pre-booked period of accommodation.
- c. any costs incurred either directly or indirectly for services received for in-patient treatment in the **UK** other than as provided for in e).

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies' (including any treatment, tests and associated illnesses for non-declared **existing medical conditions**).

If you need to claim:

FOR MEDICAL EMERGENCIES +44 (0) 203 819 7170

Call the Medical Emergency Assistance Company 24 hours a day, 7 days a week, 365 days a year, from anywhere in the world.

For non-emergency cases, visits to **doctors**, hospital outpatients, or pharmacies **you** must keep and provide **us** with all (original) receipts accounts and medical certificates.

Note: we will pay a maximum of £80 to your doctor for medical records/completion of a medical certificate, that have been requested by us.

For cases where the Medical Emergency Assistance Company were informed please provide (in addition to the above) **your** case number or name of the person **you** spoke to and a photocopy or scanned image of **your** EHIC/GHIC card (available if **you** are a **UK** or **BFPO resident** - please note if **you** reside in the Isle of Man or the **Channel Islands you** are not eligible for an EHIC/GHIC) or details of any other reciprocal health arrangement **you** used.

For aftercare claims: send us written confirmation (at your own expense) from your doctor in the United Kingdom, Channel Islands or BFPO of the need for treatment

For convalescence claims: you will need to provide receipts for your trip.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B2 - State Hospital Benefit

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule:

£30 per 24 hours up to £1,000 Silver cover

£50 per 24 hours up to £1,500 Gold cover

if **you** are admitted as a hospital in-patient in a <u>public hospital abroad</u> or confined to **your trip** accommodation during the period of the **trip**, in addition to the fees and charges paid under Section B1 - A. Emergency Medical & Associated Expenses.

For each insured-person this insurance will not cover:

Any payment when you are in a private hospital or clinic.

Any payment if **you** cannot provide **us** with the booking confirmation/invoices for **your** pre-paid **excursions**.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

Keep all receipts and accounts and medical certificates.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B3 - Curtailment / Loss of Holiday

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule, up to:

£2,500 Silver cover

£5,000 Gold cover

for your proportion of:

- pre-paid excursions (limited to £250 Silver cover or £500 Gold cover) booked before you go on your trip,
- ii) loss of accommodation,
- iii) foreign car hire and
- iv) either **your** pre-booked return travel costs, or the cost of **your curtailment** travel costs, whichever is the greater,

that are directly related to **your trip**, which **you** have paid and cannot get back from anyone else in the first instance, or which cannot be transferred or used for another purpose due to **you** having to **curtail your trip** because the following happened after **you** left **home**, which **you** would not have been expected to foresee or avoid:

- you, anyone insured on this policy, or a travelling companion, became ill, were injured or died during your trip;
- ii. **you** or anyone insured on this policy, testing positive for **Coronavirus** and becoming seriously **ill** or dying;
- a family member, a travelling companion, a business associate or the person you were going to stay with became ill (excluding contracting Coronavirus), was injured or died;

- iv. your pre-booked accommodation was damaged by a natural disaster, and alternative accommodation was not provided;
- you, or a travelling companion were called for jury service or required as a witness in a court of law;
- you, or a travelling companion had leave withdrawn and are in the armed forces (including reserves and territorial), emergency services, medical or nursing professions (in the public sector) or senior employees of the government.
- vii. as a result of fire, earthquake, storm, flood, riot or civil unrest; the Foreign, Commonwealth & Development Office (FCDO) or comparable prohibitive regulations by the government of the country **you** were due to visit and within 50 miles of **your** chosen destination, change the travel advice to all but essential travel.

This cover extends to include $loss\ of\ holiday$ cover, where applicable, for a period in excess of 24 hours.

Note:

- Your unused proportion of trip costs will be calculated from the date of your flight home, payment will be made on the number of full days of your trip that are lost.
- We will pay either your pre-booked return travel costs, or the cost of your curtailment travel costs, whichever is the greater.

For each insured-person this insurance will not cover:

- any claim where you have not paid your excess or accepted it will be deducted from any settlement;
- any claim due to a known event;
- any claim as a result of any epidemic, or pandemic as declared by the World Health Organization (WHO) except due to illness;
- any claim due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease;
- any claims arising directly or indirectly from Coronavirus:
 - if you do not have an official positive test result confirming your diagnosis, unless agreed by the Medical Emergency Assistance Company;
 - if you are advised to quarantine or you choose to self-isolate due to a person you have come into contact with having Coronavirus;
 - any costs of Coronavirus testing unless you are admitted to hospital as an inpatient as a result of an accident, injury or illness that is covered under Section B1 A. Emergency Medical & Associated Expenses;
- any claim where **you** ask **us** to pay for the cost of **your** original return ticket when **we** have paid for a new ticket or arranged **your** medical **repatriation**;
- any claim where you curtailed your trip because:
 - you could no longer afford to pay for the trip;
 - you did not want to continue travelling or had a fear of continuing your trip;
 - of an existing medical condition which you have not told us about and that we have not agreed to cover in writing;
 - of a normal pregnancy or childbirth where you were more than 29 weeks pregnant at the start of your trip.
- any claim where you, or a travelling companion are the defendant in a court of law;
- any claim where **you** did not obtain prior authority to take leave or **your** leave was cancelled on disciplinary grounds;
- any claim where you ask us to pay for a loss that is insured or guaranteed by any
 other existing protection, specifically Package Travel Regulations, ATOL, Air
 Passenger Rights, (including Civil Aviation Authority requirements), or ABTA
 protection, or from your credit card provider under s75 Consumer Credit Act, or
 any other specific legislation for transport or travel providers;
- any claim where you ask us to pay for any costs already accepted or offered by your transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements;
- any claim where you are unable to prove your financial loss;
- any claim where **you** are unable to provide evidence from a medical professional confirming the **illness**, infectious disease, injury or death;
- any claim where anyone was showing symptoms of, or had been diagnosed with Coronavirus when this policy was purchased;
- any claim where **you** do not **co-operate** with **us**.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: you may only claim under this section of cover or under Section A1 - Cancellation, Section B8 - Extended Journey Disruption, Section B9 - Delayed Departure or Section B10 - Missed Departure/Missed Connection, not under each section

If you need to claim:

If you need to cut short your trip due to a medical necessity you will need a letter of confirmation from your treating doctor in resort and you <u>must</u> ring to confirm this with the Medical Emergency Assistance Company +44 (0) 203 819 7170, curtailment claims <u>will not</u> otherwise be covered.

Inform **your** tour operator, travel agent, transport or accommodation provider <u>immediately</u> of **your** necessity to **curtail** and request a cancellation invoice confirming the number of nights missed.

Request a **curtailment** claim form and ensure that the medical certificate is completed by the **doctor** of the person whose injury, **illness** or death has caused the **curtailment**.

Note: we will pay a maximum of £80 to your doctor for medical records/completion of a medical certificate, that have been requested by us.

You should keep any receipts or accounts given to you.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B4 - Personal Possessions

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule:

a) up to a total of:

£1,500 Silver cover or £2,500 Gold cover for your personal possessions and

 $\textbf{£1,000} \ \text{Silver cover} \ \text{or} \ \textbf{£2,000} \ \text{Gold cover for} \ \textbf{your medical aids},$

to cover:

either i) the cost of repair of items that are partially damaged whilst on **your trip**, up to the market value of the item, allowing for age, wear and
tear

 or

 ii) the market value of the item, allowing for age, wear and tear, for any items that are stolen, permanently lost or destroyed whilst on your trip.

b) up to a total of £250 to cover the purchase of essential items if your personal possessions, medical aids or prescribed medication are delayed due to being misplaced, lost or stolen on your outward journey from your home country for over 12 hours from the time you arrived at your trip destination.

You must keep all receipts for these items and send them in to **us** with **your** claim and any amount paid will be deducted from the final claim settlement if the items are permanently lost.

c) up to a total of:

£250 Silver cover

£500 Gold cover

for the accidental loss of, theft of or damage to your prescribed medications.

For each insured-person this insurance will not cover:

 a) & c)- the policy excess of each and every claim, per incident for each insuredperson, as shown in the Schedule of Benefits table on page 1;

<u>Note</u>: if a claim is also being made under Section B5 - Personal Money, Passport & Travel Documents, only one excess per **insured-person**, per incident, will be deducted.

- a) more than £300 Silver cover or £500 Gold cover for any one article, pair or set of any kind, whether they are solely or jointly owned;
 - more than £500 Silver cover or £750 Gold cover in total for valuables whether solely or jointly owned;
 - more than £100 in respect of sunglasses;
 - more than £100 for items lost or stolen from a beach or lido;
 - ski equipment;
 - the use of, or damage to, **drones**;
 - any claim for loss or theft where you have not notified the police, your carrier or tour operator's representative and obtained a written report;
 - any claim where you are unable to provide the damaged items on request or to prove the existence or prove the ownership/purchase of any item with an insured value in excess of £100;
 - loss of, or damage to, property that does not belong to you or any member of your family;
 - any claim that is the result of a domestic dispute;
 - any breakage or damage to fragile articles, paintings, works of art, sculptures, audio, video, computer, television equipment, musical instruments or household goods unless the breakage or damage is caused by fire, theft or in an accident to the motor vehicle in which they are being carried;

- loss or damage due to atmospheric or climatic conditions, age, wear, tear, moth or vermin;
- the cost of replacing or repairing dentures;
- b) shoes, boots, trainers and the like;
- a) b)- any claim evidenced by any other report not specified in this section, unless
- &c) otherwise agreed by us;
 - the loss, theft or damage to:
 - films, tapes, cassettes, cartridges or discs other than their value as unused material unless purchased pre-recorded when we will pay up to the maker's latest list price;
 - SIM cards, mobile telephone prepayment cards, lost or stolen mobile telephone call charges, mobile telephone accessories, car keys or duty free items;
 - perishable goods, bottles, cartons and any damage caused by them or their contents:
 - pedal cycles, prams, pushchairs or baby buggies except while they are being carried as luggage on public transport;
 - any items more specifically insured elsewhere;
 - valuables carried in any suitcases, trunks or similar containers when left unattended;
 - valuables left unattended except where they are locked in a safe or safety deposit box where these are available or left <u>out of sight</u> in your locked personal holiday or trip accommodation;
 - contact or corneal lenses or artificial limbs;
 - money, bonds, coupons, stamps, negotiable instruments, securities or documents of any kind;
 - personal possessions or medical aids left unattended away from your personal holiday or trip accommodation except personal possessions or medical aids (but not valuables) left between 6.00 a.m. and 11.00 p.m. local time (during daytime) in the locked boot or covered luggage area of a motor vehicle where entry was gained by violent and forcible means.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

For loss or damage claims during transit:

You <u>must</u> retain **your** tickets and luggage tags and report the loss or damage to **your** transport provider or their handling agents and obtain a Property Irregularity Report (PIR) form or its equivalent within 24 hours.

You must comply with the carriers conditions of carriage.

<u>For all damage claims</u>: **you** should retain the items in case **we** wish to see them, **you** will need to obtain an estimate for repairs or a letter confirming that the damage is irreparable.

<u>For delay claims</u>: for the purchase of **essential items you** <u>must</u> keep all receipts for these items and send them to **us** with **your** claim and any amount paid will be deducted from the final claim settlement, if the items are permanently lost.

<u>For all losses</u>: **you** should report to the Police as soon as possible, and within 24 hours of discovery, and obtain a written report and reference number from them. **You** should also report the loss to **your** tour operator's representative or hotel/apartment manager wherever appropriate.

 $\underline{\text{Note}}$: any item with a purchase price in excess of £100 $\underline{\text{must}}$ be supported by original proof of ownership/purchase.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B5 - Personal Money, Passport & Travel Documents

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule:

 a) for the loss or theft of your personal money, passport or travel documents during your trip, up to a total of:

£500 (limited to £200 in cash) Silver cover

£1,000 (limited to £500 in cash) Gold cover

Cover commences up to 72 hours before **your trip** in respect of foreign currency only.

 up to a total of £200 Silver cover or £400 Gold cover for additional travel and accommodation expenses necessarily incurred to obtain a replacement passport whilst on your trip, if your passport is lost or stolen during your trip.

For each insured-person this insurance will not cover:

- the policy excess of each and every claim, per incident for each insuredperson, as shown in the Schedule of Benefits table on page 1;
 - <u>Note</u>: if a claim is also being made under Section B4 Personal Possessions, only one excess per **insured-person**, per incident, will be deducted.
 - more than £200 Silver cover or £500 Gold cover in total in cash or currency, whether solely or jointly owned;
 - loss or theft of personal money due to depreciation in value, currency changes or shortage caused by any error or omission;
 - loss or theft of travellers' cheques where the bank provides a replacement service;
 - any financial loss suffered as a result of your debit/credit card being lost or stolen;
- a)&b)- loss or theft of **your personal money**, passport or **travel documents** that are not:
 - · on your person;
 - held in a safe or safety deposit box where one is available;
 - · left out of sight in your locked personal trip accommodation;
 - any claim for loss or theft where you have not notified the Police, your carrier or tour operator's representative and obtained a written report;
- b) the cost of the replacement passport or travel documents;
 - any costs incurred before departure or after you return home;
 - any costs which are due to any errors or omissions on your passport or travel documents:
 - your failure to obtain the required passport or travel documents;
 - any expenses for a missed flight or alternative transport to return home due to the loss or theft of your passport or travel documents.
 - any expenses for food or drink.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

<u>For all losses</u>: **you** should report to the Police as soon as possible, and within 24 hours of discovery, and obtain a written report and reference number from them.

You should also report the loss to **your** tour operator's representative or hotel/apartment manager wherever appropriate.

For loss of personal money: we will require:

- exchange confirmations from your home country for foreign currency.
- where sterling is involved, documentary evidence of possession.

<u>For a lost or stolen passport or travel documents</u>: you will need to get a letter from the consulate, airline or travel provider where you obtained a replacement and keep all the receipts for your travel and accommodation expenses.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B6 - Personal Accident

Definition of words applicable to this section only:

Loss of limb - means:

- a) In the case of a lower limb, loss by physical severance at or above the ankle, or
- Permanent and total loss of and/or total and irrecoverable loss of use of an entire leg or foot which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement, or
- In the case of an upper limb, loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.

Loss of sight - means:

- Permanent and total loss of sight in both eyes where an insured-person's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- Permanent and total loss of sight, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at least three feet what an **insuredperson** should see at sixty feet), which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.

Permanent total disablement - means:

Irrecoverable disablement arising from accidental bodily injury, which permanently and totally incapacitates the **insured-person** for a continuous period of twelve (12) months from carrying out at least two (2) of the following activities of daily living:

- Transfer and Mobility the ability to move from one room to an adjoining room or from one side of a room to another or to get in and out of a bed or chair,
- Dressing putting on and taking off all necessary items of clothing,
- Toileting getting to and from the toilet, transferring on and off the toilet and associated personal hygiene,
- Eating all tasks of getting food into the body once it has been prepared, and at
 the expiry of that period being beyond hope of improvement sufficient to carry out
 at least three of the previously described activities of daily living ever again.

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule, a single payment for **your** accidental bodily injury whilst on **your trip**, that independently of any other cause, results in **your**:

			<u>Benefit</u>	
		17 years & under	18 to 69 years	70 years & over
a)	Death			
	Silver cover	£3,500	£7,500	£5,000
	Gold cover	£3,500	£15,000	£5,000
b)	Loss of limb/Loss of sight			
	Silver cover	£7,500	£7,500	£5,000
	Gold cover	£15,000	£15,000	£5,000
c)	Permanent total disablement			
	Silver cover	£7,500	£7,500	Nil
	Gold cover	£15,000	£15,000	Nil

For each insured-person this insurance will not cover:

More than 1 of the benefits that is a result of the same injury.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

In the event of death **we** will require sight of an original copy of the death certificate, for other claims please write describing the circumstances of the accident and its consequences, and **you** will be advised what further documentation is required.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B7 - Personal Liability

For each insured-person this insurance will pay:

under **your** selected cover option as specified in **your** Policy Schedule, up to £2,000,000 plus costs agreed between **us** in writing, for an amount incurred due to any event occurring during the period of this insurance that **you** are legally liable to pay that relate to an incident caused by **you** and that results in:

- a) accidental bodily injury of any person;
- b) loss of, or damage to, property that does not belong to you or any member of your family and is neither in your charge or control nor under the charge or control of any member of your family;
- loss of, or damage to your trip accommodation which does not belong to you or any member of your family.

For each insured-person this insurance will not cover:

- the policy excess of each and every claim, per incident for each insuredperson, as shown in the Schedule of Benefits table on page 1;
- a) b)&c) any liability for loss of or damage to property or accidental bodily injury, illness or disease:
 - where an indemnity is provided under any other insurance;
 - that is suffered by anyone who is under a contract of service with you, acting as a carer, whether paid or not, or any member of your family or travelling companion and is caused by the work you or any member of your family or travelling companion employ them to do;

- that is caused by any deliberate act or omission by you;
- that is caused by your own employment, profession or business or that of any member of your family.
- that is caused by **your** ownership, care, custody or control of any animal:
- that falls on you by agreement and would not have done if such agreement did not exist;
- any liability for injury, illness or disease suffered by you or any member of your family;
- compensation or any other costs caused by accidents involving your ownership, possession or control of any:
 - land or building or their use either by or on your behalf other than your temporary trip accommodation;
 - mechanically propelled vehicles and any trailers attached to them;
 - · aircraft, motorised skis, motorised waterborne craft or sailing vessel;
 - firearms or incendiary devices.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

Never admit responsibility to anyone and do not agree to pay for any damage, repair costs or compensation.

Keep notes of any circumstances that may become a claim so these can be supplied to **us** along with names and contact details of any witnesses, as well as any supporting evidence **we** may require.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B8 - Extended Journey Disruption

Applicable to Gold cover only

For each insured-person this insurance will pay:

- £50 for each 12 hour delay up to a maximum of £250 in respect of delayed departure provided you eventually travel; or
- i) up to £3,000 in respect of unused travel and accommodation costs (including excursions up to £250) which you have paid or are contracted to pay and which you cannot recover from any other source;
 - ii) up to £1,000 for reasonable additional accommodation (room only) and transport costs incurred up to the standard of your original booking which you cannot recover from any other source;
 - iii) up to £200 for unused kennel, cattery or professional pet sitter fees which you have paid or are contracted to pay and which you cannot recover from any other source.

If as a result of:

- an airport, port or airspace you are travelling from or through being closed for more than 24 hours from the date and time of your scheduled departure as shown on your ticket/itinerary and your departure is delayed or cancelled, and no other suitable alternative flight could be provided within 24 hours;
- 2. Your flight being diverted or re-directed after takeoff or;
- You being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours:
- You having to move to other accommodation on arrival or at any other time during the trip because you cannot use your booked accommodation due to a natural disaster, landslide or an outbreak of food poisoning.

For each insured-person this insurance will not cover:

- any claims arising due to volcanic eruption and/or volcanic ash carried by the wind;
- trips where you do not have a return date scheduled at the time the airspace, airport or port is closed;
- any claim as a result of any epidemic or pandemic as declared by the World Health Organization (WHO);
- any claim due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease including Coronavirus:
- deposits, unused travel and accommodation costs or unused kennel, cattery or
 professional pet sitter fees in excess of those shown in the booking conditions of
 the travel or accommodation provider or for which you receive or are expected
 to receive compensation or reimbursement;

- any costs where these are recoverable from your travel and/or accommodation provider;
- any costs where you received or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;
- any costs incurred by you which are recoverable from your credit/debit card provider or for which you receive or are expected to receive compensation or reimbursement;
- any accommodation costs, charges and expenses where the public transport operator has offered reasonable alternative travel arrangements;
- any costs for normal day to day living such as food and drink which you would have expected to pay during your trip;
- any claim for administration costs charged by your travel and/or accommodation provider in respect of obtaining a refund or documentary evidence in support of your claim;
- the cost of Air Passenger Duty (APD) whether irrecoverable or not;
- circumstances known to you before you purchased this insurance or at the time
 of booking any trip which could reasonably have been expected to lead to a
 claim under this section;
- your disinclination to travel, for whatever cause;
- travel tickets paid for using any airline mileage reward scheme, (for example Avios) unless evidence of specific monetary value can be provided;
- accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme, in addition any property maintenance costs or fees incurred by you as part of your involvement in such schemes are not covered;
- any unused travel costs arising from the insolvency of **your** transport provider;
- any cost if your trip was booked as part of a package holiday (as more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992) except under:
 - For each insured-person this insurance will pay, sub section a); or
 - For each insured-person this insurance will pay, sub section b) any cost relating to travel/transport and accommodation costs and kennel, cattery or professional pet sitter fees which do not form part of your package holiday;
- claims arising directly or indirectly from:
 - strike, industrial action or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which you were travelling, existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip;
 - an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which you are travelling;
 - denied boarding due to your drug use, alcohol or solvent abuse or your inability to provide a valid passport, visa or other documentation required by the public transport operator or their handling agents;
- any claim relating to airspace closure which has been caused and implemented because of a breakdown in legal agreements between the **United Kingdom** and another country.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: you may only claim under either a) or b) under this section of cover or under Section A1 – Cancellation Charges, Section B3 – Curtailment/Loss of Holiday, Section B9 – Delayed Departure, Section B10 – Missed Departure/Missed Connection or Section B11 – Travel Risks if the same costs and charges are also covered, not under each section.

If you need to claim:

Inform **your** tour operator, travel agent, transport or accommodation provider <u>immediately</u> of **your** necessity to cancel and request a cancellation invoice.

Provide documentary evidence if you have been unable to obtain a refund.

Obtain written confirmation from **your** transport provider or their handling agents that shows the scheduled departure time, the actual departure time and reason for the cancellation, delay or diversion.

Obtain written confirmation from **your** transport provider or their handling agents that shows **you** have been denied boarding.

Obtain written confirmation from the provider of the accommodation, the local police or relevant authority that **you** could not use **your** accommodation and the reason for this.

Provide receipts for necessary expenses incurred.

Note

- you must check in, according to the itinerary supplied to you unless your tour
 operator has requested you not to travel to the departure point.
- payment for additional accommodation/transport will only be considered where your provider or their handling agents have not been able to offer you suitable alternative arrangements.
- you must comply with the terms of contract of the travel agent, tour operator or
 public transport operator and seek financial compensation, assistance or a
 refund of your ticket from them, in accordance with the terms and/or (where
 applicable) your rights under EU Air Passengers Rights legislation in the event
 of cancellation, long flight delays or you are denied boarding.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B9 - Delayed Departure

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule:

1 £50 for each 12 hour delay up to a maximum of £200 Silver cover

£60 for each 12 hour delay up to a maximum of £240 Gold cover

if the departure of **your** international **flight**, international train or sailing, on **your** outward or return journey, is delayed for more than 12 hours from it's scheduled departure time from **your international departure point** and **your** possessions have been checked in:

or

2 up to £2,500 Silver cover

up to £5,000 Gold cover

for the cancellation of **your trip** if **your** possessions have been checked in and **your** outward journey is delayed for more than twelve (12) hours at the airport, rail terminal or port and **you** wish to abandon the **trip**.

For each insured-person this insurance will not cover:

- 1&2- the cost of any accommodation, food, drink, telephone calls or faxes;
 - any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as your agent;
 - any claim as a result of any epidemic or pandemic as declared by the World Health Organization (WHO);
 - any claim due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease including Coronavirus;
 - any compensation unless you have checked in your possessions and obtained written confirmation from your airline, railway company, shipping line or their handling agents that shows the reason for the delay, the scheduled departure time and the actual departure time of your flight, international train or sailing;
 - any compensation where the airline, railway company or shipping line or their handling agents provide alternative transport that departs within 12 hours of the booked departure time;
 - any compensation when your tour operator has rescheduled your flight itinerary;
 - any claim where you have not pre-booked, where you have a stand-by ticket and do not have confirmed space or that is due to the aircraft being over booked:
 - any delay due to the diversion of aircraft after it has departed.
- missed connections outside your home country.
- the policy excess of each and every claim, per incident for each insuredperson, as shown in the Schedule of Benefits table on page 1;
 - abandonment where the **trip** is of two days duration or less;
 - any claim outside of your home country.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

<u>Note</u>: **you** may only claim under either 1) <u>or</u> 2) under this section of cover or under Section B8 – Extended Journey Disruption or Section B10 – Missed Departure/Missed Connection, not under each section.

If you need to claim:

Obtain written confirmation from **your** transport provider or their handling agents that shows the scheduled departure time, the actual departure time and reason for the delay of **your** international **flight**, international train or sailing.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B10 - Missed Departure / Missed Connection

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule, up to:

£500 Silver cover

£1.000 Gold cover

for reasonable additional transport and accommodation (room only) to get **you** to **your** overseas destination or to reach **your home**, if:

- a) the car in which you are travelling to your international departure point becomes un-driveable due to mechanical failure or being involved in an accident, or
- b) your public transport is delayed, preventing you from getting to your international departure point in time to check in, or
- c) there is a delay involving the car in which you are travelling 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
- d) your outward or inward flight is delayed and you miss your connecting flight outside the United Kingdom, the Channel Islands or BFPO.

For each insured-person this insurance will not cover:

- the cost of any accommodation, food, drink, telephone calls or faxes;
- any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as your agent;
- a)&b) any claim arising from the failure of public transport services that is
 due to a strike or industrial action that started or that had been
 announced before the date of your departure from home.
- a)b)&c) any claim that is a result of your failure to allow sufficient time for your journey to the international departure point to check-in by the time shown on your travel itinerary.

We will pay for you missing your connecting flight provided:

- you have allowed sufficient time within your itinerary to enable you to make your connections given the normal operation of your outbound flight from your international departure point.
 - the claim is not due to the delay of your outbound flight from your international departure point due to a strike or industrial action that started or that had been announced before the date of your departure from home.
 - you are not claiming for flight arrangements where the airline concerned has provided alternative flights and accommodation, or a financial contribution towards these costs.
 - your connecting flight was not scheduled to depart more than 10 hours after your original flight was due to arrive.
 - you are not claiming for more than one connecting flight.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: you may claim only under this section or under Section A1 – Cancellation or Section B3 – Curtailment/Loss of Holiday or Section B8 – Extended Journey Disruption or Section B9 – Delayed Departure, not under each section.

If you need to claim:

For missed departure

Travelling by **public transport** - obtain written confirmation from **your** transport provider or their handling agents that shows the scheduled departure time, the actual departure time and reason for the delay.

Travelling by car - obtain written confirmation from the Police, a motoring organisation, roadside assistance company or similar, as proof of the delay.

<u>For missed connections</u>: obtain written confirmation from **your** airline or their handling agents that shows the scheduled departure time, the actual departure time and reason for the delay of **your flight** from **your international departure point**.

You will also need to provide your original itinerary and written confirmation that you did not catch your connecting flight.

For all claims: provide receipts for necessary expenses incurred.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B11 - Travel Risks

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule:

- 1 £100 per 24 hours up to £2,500, you are confined as a result of either hijack or kidnap, in excess of 24 hours.
- 2 £250 if you are necessarily hospitalised and you receive inpatient hospital treatment which is covered under Section B1 - Emergency Medical & Associated Expenses, following a mugging attack.
- £750 for reasonable additional costs of travel and accommodation, necessarily incurred in the event that your trip is disrupted by a natural disaster, to the same standard as those on your booking, to enable you to continue your trip close to that originally booked if the pre-booked accommodation has been damaged by a natural disaster.

For each insured-person this insurance will not cover:

- 1&2- any claim where you are unable to provide us with proof of the incident, i.e. Police / authorities / medical report;
 - any claim where you are attacked or confined as a result of your illegal activity or reckless behaviour.
- any amounts recoverable from any other source;
 - any claim as a result of any epidemic or pandemic as declared by the World Health Organization (WHO) except due to illness;
 - any claim due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease including Coronavirus;
 - alternative transport home, missed flights/connections, food, drink, telephone calls or any other loss, unless specified in this policy;
 - any claim where the **natural disaster** had already happened before **you** left **home**:
 - any claim unless you are able to provide evidence of the necessity to make alternative travel arrangements;
 - your trip:
 - within the United Kingdom or Channel Islands;
 - formed as part of a tour operator's package holiday.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: **you** may claim only under this section or under Section B8 – Extended Journey Disruption if the same costs and charges are also covered, not under each section.

If you need to claim:

For hijack, kidnap or mugging claims:

Provide us with a written Police report.

Obtain confirmation from the airline, carrier or their handling agents confirming period of confinement.

For natural disaster claims:

Provide written evidence from **your** tour operator to confirm the need to find alternative accommodation, stating the reason why this was necessary.

Provide us with your original booking confirmation.

Provide receipts for all expenses made.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B12 - Legal Advice & Expenses

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule, up to:

£30,000 (£60,000 policy maximum) Silver cover

£50,000 (£100,000 policy maximum) Gold cover

for legal costs and expenses incurred in pursuing claims for compensation and damages due to **your** accidental death or personal injury whilst on the **trip** provided **we** always have complete control over the legal proceedings and the selection, appointment and control of lawyers and where a claim occurs **you** will supply any reports or information and proof to **us** and the claims office as may be required.

For each insured-person this insurance will not cover:

- any costs to pursue a claim against a carrier, travel agent, tour operator, tour organiser, the insurers or their agents or the claims office;
- any claims for legal proceedings through the contingency fee system in the USA or Canada:
- any legal action where the estimated amount that will be recovered is less than £500;
- any legal expenses where we consider you are unlikely to obtain a reasonable settlement:
- any costs that can be considered under an arbitration scheme or a complaints procedure;
- any legal expenses incurred without our prior authorisation or that of the claims office;
- any claim made by you against another insured-person who is a member of your family, a business associate, friend or travelling companion, whether insured by us or another provider;
- any claim for damage to a mechanically propelled vehicle.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Please Note

- we will not pay legal expenses to bring proceedings in more than one country in respect of the same event;
- if you are awarded compensation and receive payment then all sums paid out by us shall be paid out of that compensation.

If you need to claim:

Please refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B13 - Gadget Cover

Important Note

We will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Definitions for this section

The following additional key words or phrases have the same meaning wherever they appear in this section. These definitions apply to this section only.

Accessories - items such as but not limited to, chargers, protective cases, headphones and hands free devices costing less than £150, that are used in conjunction with **your gadget** but excludes SIM cards and wearables. A **UK evidence of ownership** for **accessories** will need to be provided at point of claim.

Accidental Loss/Accidentally Lost - means that the gadget has been accidentally left by you in a location and you are permanently deprived of its use.

Checked-in Baggage - suitcases, holdalls or rucksacks that have been checked-in by **your** transport provider and placed in the luggage hold of **flight**/train/sailing/coach in which **you** are booked to travel.

Co-operate - provide **us** with any information **we** may reasonably request to enable **us** to verify **your** claim.

Eligibility Criteria - a gadget must be in good working order and in your possession when you start your trip and:

- purchased as new in the UK, or, if purchased as refurbished in the UK with a
 minimum of 12 month's warranty and a valid evidence of ownership confirming
 this. Any device that was purchased as second hand or used won't be covered
 under this policy.
- not more than 48 months old at the date you started your trip, or 18 months old if your gadget is a laptop computer.

Evidence of Ownership - a document to evidence that the item(s) **you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, **UK** gift receipt, bank or credit card statements.

Gadget(s) - means a handheld consumer electronic device such as mobile phones, tablets, iPads, kindles, satnavs, cameras, lenses, camcorders, smart watches, smart glasses, head mounted displays, hand held games consoles, portable DVD players, headphones, wireless speakers, MP3 players, iPods and **laptop computers**. There is no cover provided under this section for **drones**.

Immediate Family - your mother, father, son, daughter, spouse or domestic partner or other family members who resides with **you** at **your home**.

Laptop Computer - a portable computer that includes a screen, keyboard and track pad or track ball.

Precautions - all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, damage or theft of their **gadgets**, such as keeping the **gadget** concealed when **you** are in a public place and **gadget** is not in use.

Unattended - neither on **your** person or within **your** sight and reach.

Note: you must refer to the 'Definition of Words' section of this policy, which will also apply.

We will pay up to the limits shown within this section:

1. If your gadgets are lost or stolen

If this happened:

Your gadget was lost or stolen during your trip.

This is what we will do:

- We will arrange for your gadget to be replaced with a similar refurbished make and model up to a maximum value of £1,000 Silver cover or £1,500 Gold cover.
- We will pay you up to £10,000 for the reimbursement of unauthorised calls or data download if your mobile phone is accidentally lost or stolen whilst on your trip and is used fraudulently.

But we won't do anything if:

- · your laptop computer is accidentally lost;
- your gadget falls outside our eligibility criteria;
- you are unable to provide evidence of ownership;
- your gadget was in the possession of a third party (other than a member of your immediate family) at the time of the event giving rise to a claim under this insurance:
- your gadget was placed in checked-in baggage;
- you did not notify any loss or theft to the police, your carrier or tour operator's representative and obtain a local independent written report during your trip;
- your claim is for a mobile phone and you did not notify your service provider and blacklist your handset;
- you did not take all available precautions;
- when away from your accommodation your gadget was not concealed on or about your person when not in use;
- the gadget is left unattended when it is away from your holiday accommodation (including being in luggage during transit);
- your gadget was left unattended in any motor vehicle, where you or someone
 acting on your behalf is not in the vehicle, unless the gadget has been
 concealed in a locked boot, closed glove compartment or other closed internal
 compartment and all the vehicle's windows and doors have been closed and
 locked and all security systems have been activated. A copy of the receipt for
 any repairs made following damage in gaining entry to the locked vehicle must
 be supplied with any claim;
- your gadget was left unattended in your holiday accommodation, unless the
 theft involves force in gaining entry to or exit from the building or premises,
 resulting in damage to the building or premises. A copy of the receipt for any
 repairs made following damage in gaining entry must be supplied with any claim;
- you ask us to reimburse unauthorised calls or data if you did not report the loss or theft of your mobile phone to the service provider within 24 hours of discovery and you have not provided an itemised bill from your service provider;
- you do not co-operate with us;
- you do not pay your excess fee of £50.

2. If your gadgets are accidentally damaged

If this happened:

Your gadget was accidentally damaged during your trip.

This is what We will do:

We will arrange for **your gadget** to be repaired or, if it cannot be repaired, replaced with a <u>similar refurbished make and model</u> up to a maximum value of £1,000 Silver cover or £1,500 Gold cover.

But we won't do anything if:

- your gadget was placed in checked-in baggage;
- your gadget falls outside our eligibility criteria;
- your gadget has been damaged by radiation, atmospheric or climatic conditions, age, or wear and tear;
- you ask us to repair any cosmetic damage, including scratches, dents and other visible defects that do not affect safety or performance.
- you are unable to provide evidence of ownership;
- you did not take all available precautions;
- you do not co-operate with us;
- you do not pay your excess fee of £50.

3. If your accessories are accidentally lost or stolen with your gadget *If this happened:*

Your accessories were accidentally lost, stolen or damaged at the same time as your gadget during your trip.

This is what we will do:

We will replace your accessories up to a maximum value of £150.

But we won't do anything if:

- · your gadget and / or accessories were placed in checked-in baggage;
- you do not have a valid claim under point 1. 'If your gadgets are lost or stolen' or point 2. 'If your gadgets are accidentally damaged' within this section;
- your accessories have been damaged by atmospheric or climatic conditions, age or wear and tear;
- you ask us to repair any cosmetic damage, including scratches, dents and other visible defects that do not affect safety or performance;
- you are unable to provide evidence of ownership;
- you do not co-operate with us.

Section B14 - Winter Sports

This section is only in force if shown on **your** Policy Schedule and the appropriate additional premium has been paid.

Winter sports cover is only available if you are aged 69 years or under on the date you purchase your policy.

When purchasing Annual Multi-trip cover **winter sports** cover is limited to a maximum total of 17 days in any one annual period of cover.

Please refer to page 8 for the definition of winter sports activities which are covered.

For each insured-person this insurance will pay:

under your selected cover option, as specified in your Policy Schedule:

1. Ski Equipment

in respect of loss or damage to **your** own **ski equipment**, up to:

£500 Silver cover

£750 Gold cover

for **ski equipment** taken with **you** or purchased on **your trip** but subject to the limits as set out below in respect of a single article, **pair or set** or loss of hired **ski equipment** which is **your** responsibility.

Single article, pair or set limit:

£300 Silver cover

£500 Gold cover

- Hired ski equipment lost/damaged:

£150 Silver cover

£250 Gold cover

2. Delayed Ski Equipment

up to:

£200 Silver cover

£300 Gold cover

for the cost of hiring replacement **ski equipment** if **your** own **ski equipment** is delayed due to being misplaced, lost or stolen on **your** outward journey for over 12 hours from the time **you** arrived at **your trip** destination.

3. Loss of ski pack

up to:

£300 Silver cover

£500 Gold cover

for a proportional refund following the loss of use of **your ski pack** following **your** injury or **illness** during **your trip** (as confirmed by **your** treating **doctor**).

4. Avalanche / Weather Delay

up to:

£200 Silver cover

£500 Gold cover

for additional transport and/or accommodation, if because of the prevention of access due to an avalanche or severe weather conditions, **you** are delayed for more than 12 hours and unable to reach or leave **your** pre-booked resort.

5. Piste Closure

up to:

£30 for each full 24 hours up to £300 Silver cover £50 for each full 24 hours up to £500 Gold cover

if **you** are unable to ski due to the <u>lack of snow</u> which results in the total closure of skiing facilities in the resort, provided **you** are skiing north of the earths equator between 1st January and 30th April, or south of the earths equator between 1st June and 31st October and at a destination of higher than 1,600 metres above sea level.

For each insured-person this insurance will not cover:

You unless you are accompanied by, or have access to, an experienced and / or suitably qualified instructor or guide.

You unless **you** are properly supervised, taking part in an organised event or activity arranged by a recognised provider.

You unless **you** use natural or purpose built facilities approved by the activities local or national regulatory authorities.

- the policy excess of each and every claim, per incident for each insuredperson, as shown in the Schedule of Benefits table on page 1 - ski equipment (own) only.
 - more than:

60% of the original purchase price for skis over **6** months old and less than **1** year old:

50% of the original purchase price for skis over **1** year old and less than **2** years old;

40% of the original purchase price for skis over **2** years old and less than **3** years old;

25% of the original purchase price for skis over 3 years old and less than 5 years old.

- skis over 5 years old.
- ski equipment left unattended away from your personal holiday or trip
 accommodation except ski equipment left between 6.00 am and 11.00 pm
 local time (during daytime) in the locked boot or covered luggage area of a
 motor vehicle where entry was gained by violent and forcible means.
- any claim where you are unable to provide the damaged items on request or to prove the existence or prove ownership/purchase or responsibility of any items.
- any claim for loss or theft where **you** have not notified the Police, **your** carrier or tour operator's representative and obtained a written report.
- any claim evidenced by any other report not specified in this section, unless otherwise agreed by us.
- any claim where a claim has not been made for emergency medical expenses.
- 4. any costs where **your** tour operator, transport provider or accommodation provider arranges alternative transport and / or accommodation.
- any compensation where your tour operator provides a payment or provides travel to an alternative resort.
 - any compensation for the first full day in your resort.
 - any compensation where **your trip** was booked within 14 days of travel.
 - any compensation where you fail to obtain written confirmation from the ski lift and / or ski school operator confirming the closure of facilities, stating the reason for closure and the date and time of closure and date and time it reopened.
 - any compensation when you are not in the resort where you were booked to ski.
 - failure to ski due to the breakdown or damage to the ski lift.
 - failure to ski due to severe weather conditions.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

<u>For all loss or damage claims during transit</u>: **you** need to retain **your** tickets and luggage tags, report the loss or damage to the transport provider or their handling agents, and obtain a Property Irregularity Report (PIR) form or its equivalent within 24 hours.

<u>For all damage claims</u>: keep the items in case **we** wish to see them. **You** will need to obtain an estimate for repairs or a letter confirming that the damage is irreparable.

<u>For delay claims</u>: for the hire of **ski equipment you** <u>must</u> keep all receipts for these items and send them to **us** with **your** claim.

<u>For all losses</u>: **you** should report to the Police as soon as possible, and within 24 hours of discovery, and obtain a written report and reference number from them. **You** should also report the loss to **your** tour operator's representative, hotel/apartment manager or ski slope operator, wherever appropriate.

<u>For piste closure or avalanche closure claims</u>: **you** will need to obtain a letter from **your** tour operator or transport provider stating the reason for closure, the date and time of the closure and the date and time it re-opened.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B15 - Travel Dispute

Gold policy cover is automatically included.

Silver policy cover is optional and will only be in force if shown on **your** Policy Schedule and the appropriate additional premium has been paid.

Definition of words applicable to this section of cover only

The words or expressions detailed below have the following meaning wherever they appear, the definitions will start with a capital letter.

<u>Note</u>: **you** must refer to the 'Definition of Words' section of this policy which will also apply, policy definitions are shown in bold.

Agent - the Agent appointed by the coverholder to transact this insurance with **you**.

Authorised Professional - 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.

Claims Specialist - our own claims panel solicitor or claims handler.

Court - a Court, tribunal or other competent authority.

Event - 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.

Legal Proceedings - when formal Legal Proceedings are issued against an opponent in a Court of Law.

Policy Schedule - the document that shows details of **you** and the insurance and is attached to and forms part of this policy.

Professional Fees - 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 in pursuit of a civil claim in the geographical 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 - at least a 51 % chance of the **insured-person(s)** achieving a favourable outcome.

Standard Professional Fees - the level of Professional Fees that would normally be incurred by **us** in either handling this matter using **our** own Claims Specialist or a nominated Authorised Professional of **our** choice.

Territorial Limits - Worldwide but only where Legal Proceedings can be brought in a **UK** or European Union (EU) country's Court jurisdiction.

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

Cover:

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 thirty (30) days of returning from the trip which is subject to the dispute and which may give rise to any claim under this policy.

For each insured-person this insurance will pay:

up to £25,000 for the cost of 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 trip 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 pre-booked 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.

For each insured-person this insurance will not cover:

- 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;
- an Event not reported to us within 30 days of returning from the trip subject to the dispute;
- Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid;
- 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;
- 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 Exclusions applying to this section

Note: please also refer to the policy 'Conditions & Exclusions Applying to Your Policies'.

This insurance does not cover:

- 1. Professional Fees incurred:
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
 - 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:
 - 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:
- 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 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;
- 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;
- 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;
- 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:
- any claim involving medical or clinical negligence or pharmaceutical or any related 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;

- 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;
- 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 cohabitation 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;
- 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.

General Conditions applying to this section

Note: please also refer to the policy 'Conditions & Exclusions Applying to Your Policies'.

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;
- 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.

Observance

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

Claims

You must tell **us** in writing within 30 days of returning from the respective **trip** about any matter, which could result in a claim being made under this policy, and must obtain in writing **our** consent to incur 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 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.

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 sensible settlement will be obtained; or
- 2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- 3. **We** consider that it is unlikely that **you** will recover the sums due and or awarded to **you**.

Alternatively 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 shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

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.

Claims notification & advice helpline service

All potential claims must be reported initially to the 'Travel Dispute Claims Notification & Advice Helpline Service' for advice and support.

Telephone: 01384377000

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

Note: please also refer to the section 'Making a Claim' within this policy.

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

- 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.
- 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.

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.

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.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Making a Claim

If you wish to claim, please follow the process detailed below.

For Sections A1, B1 to B12 & B14

You must notify:

Claims Settlement Agencies 308-314 London Road Hadleigh, Benfleet Essex SS7 2DD

Tel: 01702 553443

E-mail: info@csal.co.uk

To download a claim form please visit: www.csal.co.uk

The fastest and easiest way to make a claim is online at: www.submitaclaim.co.uk/fre

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 Schedule, **trip** dates, supporting documentation and details of the incident.

Claims Settlement Agencies are open Monday to Friday between 9am and 5pm. A claim form will be sent to **you** as soon as **you** tell them about **your** claim.

<u>Note</u>: any and all correspondence relating to medical bills to be paid should be sent to **us** with **your** claim form, or if received afterwards sent on to **us** quoting **your** claim reference number.

You need to:

- produce your Policy Schedule confirming you are insured before a claim is admitted.
- give us full details in writing of any incident that may result in a claim under any section of the policy at the earliest possible time.
- provide all necessary information and assistance we may require at your own expense (including where necessary medical certification and details of your National Health number or equivalent and private health insurance).

Note: we will pay a maximum of £80 to your doctor for medical records/completion of a medical certificate, that have been requested by us.

- pass onto **us** immediately every writ, summons, legal process or other communication in connection with the claim.
- provide full details of any House Contents and All Risks insurance policies you
 may have.
- ensure that all claims are notified within 3 months of the incident occurring.
- not abandon any property to us or the claims office.
- not admit liability for any event or offering to make any payment without our prior written consent.

We can:

- make your policy void where a false declaration is made or any claim is found to be fraudulent.
- take over and deal with in **your** name the defence or settlement of any claim made under the policy.
- subrogate against the responsible party and take proceedings in your name but at our expense to recover for our benefit the amount of any payment made under the policy.
- obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any claims. No personal information will be disclosed to any outside person or organisation without **your** prior approval.
- cancel all benefits provided by this policy without refund of premium when a payment has been made for cancellation or **curtailment** of the **trip**.
- not make any payment for any event that is covered by another insurance policy.
- only pay a proportionate amount of the claim where there is other insurance in force covering the same risk and to require details of such other insurance.
- settle all claims under the Law of the country that **you** live in within the **United Kingdom** or the **Channel Islands** unless **we** agree otherwise with **you**.
- submit any dispute arising out of this contract to the exclusive jurisdiction of the courts of the country that **you** live in within the **UK** or the **Channel Islands**.
- maintain your personal details in connection with an anti-fraud claims checking system.

For Section B13 - Gadget Cover

Visit our online claims portal: https://bastion.davies-group.com

Email: gadgetclaims@davies-group.com

Telephone: 0330 102 8698

Notify the claim administrators as soon as possible but ideally within 48 hours of **your** return to the **UK**.

For Section B15 - Travel Dispute

Telephone: 01384 377000

Claims must be notified within 30 days of returning from the **trip** which is the subject of the dispute and may give rise to any claim under this policy. Failure to do so could lead **us** to decline the claim.

Please also refer to 'General Conditions - Claims' under Section B15 within this

oolicy.

For End Supplier Failure Insurance Claims

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following, by quoting **your** JustTravelcover.com Policy Schedule number, Free Spirit Flex Travel Insurance and reference: IPP ESFI V1-21

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

Your Right to Complain

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.

Sections A1, B1 to B12 & B14:

- 1. Does your complaint relate to a claim?
 - a) In the first instance, please contact:

The Complaints Officer, Claims Settlement Agencies 308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD

Tel: 01702 553443 Email: info@csal.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 D02 VH29 Telephone: +353 1 567 7000

Email: info@fspo.ie Website: www.fspo.ie

These procedures do not affect your legal rights.

- 2. <u>Does your complaint relate to your policy?</u>
 - a) In the first instance, please contact:

The Office Manager, JustTravelcover.com Victoria House, Toward Road, Sunderland SR1 2QF Tel: 0333 033 0021

Email: admin@justtravelcover.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 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 Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 – from UK landline, or 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.

Section B13 - Gadget Cover only:

Claims Administrators, Customer Relations, Davies Group Unit 8, Caxton Road, Fulwood, Preston PR2 9NZ

Tel: 0345 074 4788

Email: gadgetclaims@davies-group.com

Section B15 - Travel Dispute only:

Arc Legal Assistance Ltd, PO Box 8921, Colchester CO4 5NE

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

End Supplier Failure Insurance only:

Compliance Officer, Liberty Mutual Insurance Europe SE 20 Fenchurch Street, London EC3M 3AW

Tel: +44 (0) 20 3758 0840

Email: complaints@libertyglobalgroup.com

Please quote **your** JustTravelcover.com Policy Schedule number, Free Spirit Flex Travel Insurance, reference: IPP ESFI V1-21 and **your** claim number.

<u>Sanctions</u> - **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.

If after making a complaint **you** are still not satisfied **you** may be entitled to refer the dispute to the Financial Ombudsman Service (FOS):

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Customer Helpline: 0800 023 4567
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

Sports & Activities

Please Note: activities marked in *italics and underlined* do not provide any cover under the Personal Accident or Personal Liability sections whilst participating in this activity.

Your insurance automatically covers you for the following activities:

- Aerobics, Angling/Fishing, Archery (amateur),
- Badminton (amateur), Banana Boating, Baseball (amateur), Basketball (amateur), Beach Games, Bowls,
- Canoeing/River <u>Canoeing</u> (up to Grade 3), <u>Clay Pigeon Shooting</u>, Cricket (amateur), Croquet, Curling, Cycling (other than specified),
- Fell Walking/Fell Running, Fencing, Football/Soccer (amateur),
- Golf (amateur),
- Hiking/Rambling/Trekking (under 2,000m altitude),
- · Jet Boating, Jogging,
- <u>Motorcycling</u> (up to 50cc with licence appropriate to the cc, wearing a crash helmet no racing),
- Netball (amateur),
- Orienteering, Outward-bound Pursuits (ground level only),
- Paddle Boarding (inshore), Paintballing, <u>Parascending/Parasailing</u> (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 miles), Skate Boarding, Snorkelling, Snooker/Pool/Billiards, Squash (amateur), <u>Surfing</u> (amateur), Swimming,
- Table Tennis, Ten Pin Bowling, Tennis (amateur), Tug of War,
- Underground Activities (as part of an organised excursion/tour),
- Volleyball (amateur),
- War games, Water Polo (amateur), <u>Water Skiing</u> (amateur inland/coastal waters within 12 miles, excluding jumping), Windsurfing (amateur) inland/coastal waters within 12 miles, Weightlifting, Work Aborad - Non Manual Work (including professional, administrative or clerical duties only).

Winter Sports

The appropriate additional premium for **winter sports** must be paid and shown on **your** Policy Schedule.

Winter sports cover is only available if you are aged 69 years or under on the date you purchase your policy.

When purchasing Annual Multi-trip cover **winter sports** cover is limited to a maximum total of 17 days in any one annual period of cover.

Please refer to page 8 for the definition of winter sports activities which are covered.

We recommend when participating in **winter sports** that the appropriate clothing, including crash helmets, should be worn, and activities undertaken match the level of experience the **insured-person** has in that sport (e.g. if **you** are an amateur skier do not undertake a black run).



IMPORTANT NUMBERS:

Medical Emergency: +44 (0) 203 819 7170

Claims: 01702 553 443

Download for on-line claims www.submitaclaim.co.uk/fre

Just Travel Cover: 0333 003 0021

Email: admin@justtravelcover.com



