

# TRAVEL INSURANCE

# **POLICY WORDING**

Cover is for residents of the UK, the Channel Islands or the Isle of Man.

This *policy* does not cover claims relating to *pre-existing medical conditions* unless declared to and accepted for cover by *us*.



# 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. **Your** documents can also be accessed securely via www.justtravelcover.com online portal 24 hours per day.

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

# Before you travel:

**Customer Service: 0333 003 0021** 

Sales: 0800 294 2969

Email: admin@justtravelcover.com

# While you are away:

24 Hour Medical Emergency Assistance: +44 (0) 20 8057 3896

# When you return:

Claims: 01702 746549 or www.submitaclaim.co.uk/jus

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

# **CONTENTS**

DEMANDS AND NEEDS STATEMENT				
ABOUT OUR INSURANCE SERVICES				
RECIPROCAL HEALTH ARRANGEMENTS				
COVER SU	JMMARY	7		
DEFINITIO	ons	8		
HEALTH C	ECLARATION AND HEALTH EXCLUSIONS	11		
WHEN YO	UR COVER BEGINS AND ENDS	13		
AREA OF	VALIDITY	13		
SPORTS A	AND ACTIVITIES	14		
DESCRIPT	TION OF COVER	15		
Α.	TRIP CANCELLATION	16		
A. B.	TRIP INTERRUPTION	17		
Б. С.	TRAVEL DELAY	18		
C. D.	BAGGAGE	19		
D. Е.	BAGGAGE DELAY	20		
⊑. F.	EMERGENCY MEDICAL/DENTAL COVER ABROAD	20		
г. G.	EMERGENCY TRANSPORT	20		
Н.	PERSONAL LIABILITY	22		
п. I.	TRAVEL ACCIDENT	23		
ı. J.	TRAVEL SERVICES DURING YOUR TRIP	23		
у. К.	LOSS OF TRAVEL DOCUMENTS	23		
L.	PERSONAL MONEY	23		
L. М.	LEGAL EXPENSES	24		
N.	END SUPPLIER FAILURE	24		
O.	OPTIONAL TRAVEL DISPUTE COVER	26		
О. Р.	OPTIONAL SPORTS COVER	32		
Q.	OPTIONAL CRUISE COVER	33		
GENERAL	EXCLUSIONS	34		
GENERAL	CONDITIONS	35		
24-HOUR EMERGENCY MEDICAL ASSISTANCE INFORMATION				
CLAIMS INFORMATION				
COMPLAINTS INFORMATION				
PRIVACY NOTICE				
IMPORTANT CONTACT DETAILS				

# **DEMANDS AND NEEDS STATEMENT**

Avion Travel Insurance is typically suitable for travel customers who wish to insure themselves for medical emergencies, delayed or missed departures, cancellation, interruptions, lost, stolen or delayed possessions, personal accident and personal liability.

The levels of cover may vary depending on where you travel (whether in your country of residence or abroad).

Travel insurance does not cover everything. **You** should read this **policy** wording document carefully to make sure it provides the cover **you** need.

**You** may already possess alternative travel insurance for some or all of the features and benefits provided by this Travel Insurance **policy**. It is **your** responsibility to investigate this.

We have not provided you with any recommendation or advice about whether this product meets your specific insurance requirements.

# ABOUT OUR INSURANCE SERVICES

#### **WHO WE ARE**

Avion travel insurance is provided by JustTravelcover.com, a trading name of Just Insurance Agents Limited.

# 1 Whose products we offer

This insurance is administered by Allianz Assistance, acting on behalf of the insurer - AWP P&C SA. This is a French company properly authorised in France.

# 2 The service we will provide you with

**You** will not receive any personal advice or a recommendation from **us** for travel insurance. JustTravelcover.com may ask some questions to narrow down the products that they will give **you** details of. **You** will then need to make **your** own choice about how to go ahead.

# 3 What you will pay us for this service

**You** will only pay JustTravelcover.com the premium for **your policy**. **You** do not pay JustTravelcover.com a fee for arranging the **policy** on **your** behalf. AWP P&C SA pay **us** and JustTravelcover.com for **our** services to **you**. The payment is a mixture of commission and other fees based on **our** costs for managing **your policy**.

# 4 Who regulates us

Just Insurance Agents Limited is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 610022. Registered as a company in England and Wales under registration number 05399196 and headquartered at: Victoria House, Toward Road, Sunderland, SR1 2QF.

Allianz Assistance is a trading name of AWP Assistance UK Ltd of 102 George Street, Croydon, CR9 6HD. **We** are authorised and regulated by the FCA. **Our** Financial Services Register number is 311909. **Our** regulated business includes arranging travel insurance.

The FCA is the independent watchdog that regulates financial services. **You** can check the regulation status of both JustTravelcover.com and AWP Assistance UK Ltd by visiting the FCA's website at www.fca.org.uk/register or by phoning the FCA on **0800 111 6768**.

# 5 What to do if you have a complaint

For complaints relating to Sections A – M and P – Q, please see page 38.

For complaints relating to Section N – End Supplier Failure, please see page 25.

For complaints relating to Optional Travel Dispute Cover, please see page 32.

# 6 Cover under the Financial Services Compensation Scheme (FSCS)

For **your** added protection, **we** are covered by the FSCS. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations to **you**, such as not being able to pay a claim.

The scheme covers 90% of any claim to do with *us* advising on and arranging this *policy*, with no upper limit. *You* can get more information about the compensation scheme from the FSCS by phoning **0800 678 1100** or **020 7741 4100**, or by visiting their website at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

#### **ABOUT THIS POLICY**

This *policy* is *our* contract with *you*. Please read it carefully. *We* have tried to make it simple and easy to understand while also clearly describing the terms and conditions of *your* cover. If *you* have any questions, just visit <a href="www.justtravelcover.com">www.justtravelcover.com</a> or call **0333 003 0021**. Further information is shown under 'Important contact details' at the end of this *policy*. If *your* travel arrangements change, please be sure to let JustTravelcover.com know so they can make any necessary updates to *your policy*.

This *policy* has been issued based on the information *you* provided at the time of purchase. *We* will provide the insurance described in this *policy* in return for payment of the premium and *your* compliance with all provisions of this *policy*. *You* will also notice that some words are in bold italics. These words are defined in the 'Definitions' section. Words that are capitalised refer to the document and cover names found in this *policy*. Headings are provided for convenience only and do not affect *your* cover in any way.

# **ELIGIBILITY**

This *policy* is only available to *you* if *you*:

- have **your primary residence** in and **you** are registered with a **doctor** in the UK, the Channel Islands or the Isle of Man;
- have not spent more than 6 months abroad during the 12 months before this **policy** was issued or **your trip** was booked (whichever is later);
- are in **your country of residence** at the time of purchasing this **policy**. **We** will only cover **you** for the whole **trip**. Any **trip** that has begun when **you** purchase this insurance will not be covered:
- are not travelling with the intention of receiving medical treatment.
- are fit to travel on your trip and are not travelling against the advice of a doctor or where you would have been if you had sought
  their advice before commencing your trip.

For annual multi trip policies - Adults insured on the same *policy* may travel independently. Children aged 17 or under may only travel independently if travelling with at least one adult aged 18 or over and with the full knowledge and consent of an insured parent or guardian.

# **AGE ELIGIBILITY**

The person buying this insurance must be 18 years of age or over at the date of purchase. For annual multi-trip policies *you* must not be older than 75 years of age on the date *your policy* was issued.

No cover is provided under any section of the policy for winter sports (Activity Pack C) if **you** are age 66 years or over.

# WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

This travel insurance *policy* covers only the sudden and unexpected specific situations, events and losses included in this *policy* wording document, and only under the conditions described. Please review this *policy* wording carefully.

Your policy consists of two parts:

- 1. The policy schedule, which shows who is insured under *your policy*.
- 2. This *policy* wording document, which shows the full terms and conditions of *your policy* as well as the cover provided.

# NOTE:

Not every loss is covered, even if it is due to something sudden, unexpected or out of *your* control. Only those losses meeting the conditions described in this *policy* document may be covered. Please refer to the General Exclusions section of this document for exclusions applicable to all cover under *your policy*.

#### **GOVERNING LAW**

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this *policy* will be in English. In the event of a dispute concerning this *policy* the English courts shall have exclusive jurisdiction.

# **CANCELLATION RIGHTS**

If **your** cover does not meet **your** requirements, please notify JustTravelCover.com within 14 days of receiving **your** policy schedule to request a refund of **your** premium.

**You** can contact **us** by calling **0333 003 0021**, emailing <u>admin@justtravelcover.com</u> or writing to JustTravelCover.com, Victoria House, Toward Road, Sunderland, SR1 2QF.

If during this 14 day period **you** have travelled, made a claim or intend to make a claim then **we** will not refund **your** premium if **you** wish to cancel **your policy**.

For single trip policies: Your cancellation rights are no longer valid after this initial 14 day period.

For annual multi-trip policies: If you cancel the policy at any time after the 14 day cooling off period, you will be entitled to a pro-rata refund of premium, in accordance with the amounts shown below, providing you have not made a claim or intend to make a claim:

Period of cover:	Refund due:
If cover has not started	100%
Up to 2 months	60%
Up to 3 months	50%
Up to 4 months	40%
Up to 5 months	30%
Up to 6 months	25%
6 months or over	No refund

# **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

**We**, the insurer and **you** do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

# RECIPROCAL HEALTH ARRANGEMENTS

# **EUROPEAN / GLOBAL HEALTH INSURANCE CARD (EHIC AND GHIC)**

- If **you** already have a valid EHIC, it will continue to entitle **you** to reduced-cost, sometimes free, medical treatment that becomes necessary while **you** are in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. Cover will end on the expiry date of **your** EHIC.
- If **you** do not have a valid EHIC or it is due to expire before **you** travel, **you** can apply for a GHIC. This entitles **you** to reduced-cost, sometimes free, medical treatment that becomes necessary while **you** are in a European Union (EU) country.
- These cards give access to state-provided medical treatment only. Remember, this might not cover all the things you would expect to
  get free of charge from the NHS in the UK. You may have to make a contribution to the cost of your care.
- You may apply for an GHIC online at www.ghic.org.uk or by calling 0300 330 1350.

#### NOTE:

The EHIC/GHIC does not cover the cost of medical treatment in a private *hospital* or clinic, the additional cost of returning to *your country of residence* or for a relative to stay or fly out to be with *you*. In a medical emergency *you* may have no control over the *hospital you* are taken to and the closest *hospital* may be private.

# **AUSTRALIA**

- If you are travelling to Australia you can enrol in Medicare which will entitle you to subsidised hospital treatments and medicines.
   You can do this by contacting a local Medicare office in Australia.
- All claims for refunds under the Medicare scheme must be made before you leave Australia. For more information on Medicare visit: www.medicareaustralia.gov.au or email: medicare@medicareaustralia.gov.au

# **LEVEL OF MEDICAL COVER PROVIDED**

This is not a private medical insurance **policy** and it only gives cover for emergency medical treatment in the event of an **accident** or unexpected illness occurring during **your trip**.

# PREGNANCY

As is consistent with the treatment of all medical conditions under the *policy*, the *policy* does not cover the costs or losses for any consultation or treatment associated with normal pregnancy (including multiple pregnancy) or childbirth. This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications. The *policy* does, however, provide cover if complications arise with *your* pregnancy due to accidental bodily *injury* or unexpected illness which occurs while on *your trip* excluding costs incurred during the period between 12 weeks before and 12 weeks after the estimated date of delivery.

# COVER SUMMARY - (LIMITS ARE FOR EACH INSURED PERSON)

COVER SECTION	BRONZE	EXCESS	SILVER	EXCESS	GOLD	EXCESS
A - Trip Cancellation	£1,000	£100	£5,000	£65	£12,500	£25
B - Trip Interruption	£1,000	£100	£5,000	£65	£12,500	£25
C - Travel Delay (after a minimum delay of 12 complete hours)	£200 (But no more than £100 per 24-hour period)	Nil	£750 (But no more than £250 per 24-hour period)	Nil	£1,000 (But no more than £350 per 24-hour period)	Nil
<b>D - Baggage</b> High-value item sub limit	<b>£1,000</b> £250	£100	<b>£2,000</b> £500	£65	<b>£3,000</b> £750	£25
E - Baggage Delay (after a minimum delay of 24 complete hours)	£100	Nil	£300	Nil	£600	Nil
F - Emergency Medical/Dental Cover Abroad	£10,000,000 (But no more than £250 in total for dental care)	£100	£10,000,000 (But no more than £300 in total for dental care)	£65	£10,000,000 (But no more than £400 in total for dental care)	£25
G - Emergency Transport	No limit (reasonable costs)	£100	No limit (reasonable costs)	£65	No limit (reasonable costs)	£25
Search and rescue costs Funeral costs	£1,000 £3,000		£1,500 £4,000		£2,000 £5,000	
H - Personal Liability	£1,000,000	£100	£2,000,000	£65	£2,000,000	£25
I - Travel Accident	£10,000 in the event of permanent disability or death	Nil	£20,000 in the event of permanent disability or death	Nil	£50,000 in the event of permanent disability or death	Nil
J - Travel Services During Your Trip	Included	Nil	Included	Nil	Included	Nil
K - Loss of Travel Documents  Emergency replacement costs  Remaining value of lost passport	£100 Actual costs	Nil	£200 Actual costs	Nil	£400 Actual costs	Nil
L - Personal Money	£300 (But no more than £150 in total for cash)	£100	£400 (But no more than £250 in total for cash)	£65	£750 (But no more than £500 in total for cash)	£25
M - Legal Expenses	£15,000	Nil	£25,000	Nil	£25,000	Nil
N – End Supplier Failure	Not covered		Not covered		£1,500	Nil
	OPTIC	NAL COV	ER SECTIONS			
(ONLY CO	(ONLY COVERED IF SHOWN AS BEING INCLUDED ON YOUR POLICY SCHEDULE)					
O - Travel Dispute Cover	£25,000	£35	£25,000	£35	£25,000	£35
P - Sports Cover Missed activity Sporting equipment cover Sporting equipment rental cover Search and rescue	£200 £1,000 £150 £1,000	Nil <b>£100</b> Nil	£400 £1,250 £150 £1,500	Nil £65 Nil	£500 £1,750 £250 £2,000	Nil £25 Nil
Q - Cruise Cover Missed port of call cover Cabin confinement cover Low / high water cover	£500 (£50 per port) £500 (£50 per day) £500 (£50 per occurrence)	Nil Nil Nil	£1,000 (£100 per port) £1,000 (£100 per day) £1,000 (£100 per occurrence)	Nil Nil Nil	£2,000 (£200 per port) £2,000 (£100 per day) £2,000 (£100 per occurrence)	Nil Nil Nil
Shore excursion cover	£300	£100	£400	£65	£1,000	£25
Denied boarding cover	£100	Nil	£100	Nil	£100	Nil

Under most sections of the *policy*, claims will be subject to an excess. This means that *you* will be responsible for paying the first part of each and every claim, per incident claimed for, under each section by each insured person.

# **DEFINITIONS**

Throughout this *policy*, words and any form of the word appearing in bold italics are defined in this section. Cover sections N - End Supplier Failure Cover and O - Travel Dispute Cover also use additional section-specific definitions that apply and, where used, replace these definitions for these sections only.

Accident

An unexpected and unintended event that causes *injury*, property damage or both.

Accommodation

A hotel or any other kind of lodging for which **you** make a reservation or where **you** stay and incur an expense.

Adoption proceeding

A mandatory formal proceeding or other meeting required by law to be attended by **you** as a prospective adoptive parent(s) in order to legally adopt a minor child.

Baggage

Personal property **you** take with **you** or buy on **your trip**.

Climbing sports

An activity using harnesses, ropes, belays, crampons or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.

Cohabitant

A person *you* currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old.

Computer system

Any computer, hardware, software, communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller or similar system, including any associated input, output, data storage device, networking equipment or backup facility.

Country of residence Covered reasons Cyber risk The country where you have your primary residence.

The specifically named situations or events for which you are covered under this policy.

Any loss, damage, liability, claim, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with, any one or more instances of any of the following:

- Any unauthorised, malicious or illegal act, or the threat of such act(s), involving access to or the processing, use or operation of any computer system;
- Any error or omission involving access to or the processing, use or operation of any computer system;
- Any partial or total unavailability or failure to access, process, use or operate any computer system; or
- 4. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

Departure date

The date on which *you* are originally scheduled to begin *your* travel, as shown on *your* travel itinerary.

Doctor

Someone who is legally authorised to practise medicine or dentistry and is licensed if required. This cannot be *you*, a *travelling companion*, *your family member*, a *travelling companion's family member*, the sick or *injured* person or that person's *family member*.

**Epidemic** 

A contagious disease recognised or referred to as an *epidemic* by a representative of the World Health Organization (WHO) or an official government authority.

#### Family member

#### Your:

- 1. Spouse (by marriage, domestic partnership or civil union);
- 2. Cohabitants;
- 3. Parents and stepparents;
- Children, stepchildren, foster children, adopted children or children currently in the adoption process;
- **5.** Siblings;
- **6.** Grandparents and grandchildren;
- 7. The following in-laws: mother, father, son, daughter, brother, sister and grandparent;
- 8. Aunts, uncles, nieces and nephews;
- 9. Legal guardians and wards; and
- 10. Paid, live-in caregivers.

First responder

Emergency personnel (such as a police officer, paramedic or firefighter) who are among those responsible for going immediately to the scene of an *accident* or emergency to provide aid and relief.

High-altitude activity

An activity that includes or is intended to include, going above 4,500 metres above sea level, other than as a passenger in a commercial aircraft.

High value items

Collectibles, jewellery, watches, gems, pearls, furs, cameras (including video cameras) and related equipment, musical instruments, professional audio equipment, binoculars, telescopes, *sporting equipment*, mobile devices, smartphones, computers, radios, robots and other electronics, including parts and accessories for the aforementioned items.

#### Hospital

An acute care facility that has a primary function of diagnosing and treating sick and *injured* people under the supervision of *doctors*. It must:

- 1. Be primarily engaged in providing inpatient diagnostic and therapeutic services;
- 2. Have organised departments of medicine and major surgery; and
- 3. Be licensed where required.

Illegal act

An act that violates law where it is committed.

Injury

Physical bodily harm.

Local public transportation

Local, commuter or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, for-hire driver or other such carriers) that transport **you** or a **travelling companion** less than 150 kilometres.

Mechanical breakdown

A mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tyre or running out of fluids (except fuel).

Medical escort

A professional person contracted by **our** medical team to accompany an ill or **injured** person while they are being transported. A **medical escort** is trained to provide medical care to the person being transported. This cannot be a friend, **travelling companion** or **family member**.

Medically necessary

Treatment that is required for *your* illness, *injury* or medical condition, consistent with *your* symptoms and can safely be provided to *you*. Such treatment must meet the standards of good medical practice and is not for *your* or the provider's convenience.

Natural disaster

A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane or volcanic eruption.

Pandemic

An *epidemic* that is recognised or referred to as a *pandemic* by a representative of the World Health Organization (WHO) or an official government authority.

# Annual multi trip cover:

Period of cover

The period of 12 months for which we have accepted the premium as stated in the policy schedule.

**You** are covered to travel as many times as **you** like within the **period of cover** provided no single **trip** lasts longer than the maximum duration per **trip** as specified in **your policy** schedule (in any event not exceeding 93 days). If any **trip** exceeds the maximum duration then there is absolutely no cover under this **policy** for that **trip** (not even for the duration as specified in **your policy** schedule), unless **you** have contacted **us** and **we** have agreed in writing to provide cover.

However any *trip* that had already begun when *you* purchased this insurance will not be covered, except where this *policy* replaces an existing annual multi trip *policy* with JustTravelcover.com and Allianz Assistance, which expires during the *trip*.

If **you** have purchased a winter sports annual multi trip **policy**, cover is provided for those winter sports listed within Activity Category C for the maximum number of days shown in the table below within the **period of cover**.

	Insured aged 65	Insured aged
	years or under	66+ years
Winter sports (Activity Category C) coverage per period of cover	17 days	Not available

#### Single trip cover:

The period of the *trip*, for which *we* have accepted the premium as stated in the policy schedule, and terminating upon its completion. Cover does not apply for any *trip* that is booked to last over 365 days.

If you are aged 86 years or over, cover does not apply for any trip that is booked to last over 31 days.

However there is no cover, if **you** are aged 80 years or over and travelling to the Worldwide, Including USA, Canada, the Caribbean and Mexico area of cover as shown on page 13

Personal money

However any *trip* that had already begun when *you* purchased this insurance will not be covered. Any of the following that are held for personal and not business purposes: cash, postal or money orders, current postage stamps, traveller's cheques, admission tickets, travel tickets, coupons, gift cards or vouchers which have a monetary value.

**Policy** 

The travel insurance cover purchased.

# Political risk

Any kind of events, organised resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government, including but not limited to:

- Nationalisation;
- · Confiscation;
- Expropriation (including Compulsory Purchase Orders, Selective Discrimination and Forced Abandonment);
- · Deprivation;
- · Requisition;
- Revolution;
- Rebellion:
- · Insurrection;
- Civil commotion assuming to proportion of or amounting to an uprising;
- Military and usurped power.

# Primary residence

**Your** permanent home address for legal and tax purposes either in the UK, Isle of Man or Channel Islands.

# Pre-existing medical condition

Any disease, illness or injury, including any psychological conditions that **you** or any insured person(s) are, or have, suffered from at the time of purchasing this **policy** or booking a **trip**.

Please refer to the 'Health Declaration and Health Exclusions' section for further details.

# Quarantine

Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which **you** are booked to travel during **your trip**, which is intended to stop the spread of a contagious disease to which **you** or a **travelling companion** have been exposed.

# Reasonable and customary costs

The amount usually charged for a specific service in a particular geographic area. The charges must be appropriate to the availability and complexity of the service, the availability of needed parts/materials/supplies/equipment and the availability of appropriately-skilled and licensed service providers.

# Refund

Cash, credit or a voucher for future travel that **you** are eligible to receive from a **travel supplier**, or any credit, recovery or reimbursement **you** are eligible to receive from **your** employer, another insurance company, a credit card issuer or any other entity.

#### Return date

The date on which you are originally scheduled to end your travel, as shown on your travel itinerary.

# Service animal

Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Examples of work or tasks include, but are not limited to guiding people who are blind, alerting people who are deaf and pulling a wheelchair. Guard dogs and emotional support animals as well as any other animal species (whether trained or untrained) are not included under this definition.

#### Severe weather

Hazardous weather conditions including, but not limited to: windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms or ice storms.

# Sporting equipment

Equipment or goods used to participate in a sport.

# Terrorist event

An act carried out by an organised terrorist group, which has been recognised as terrorism by the government authority in *your country of residence* that injures people or damages property to achieve a political, ethnic or religious result. It does not include general civil protest, unrest, rioting or acts of war.

# Traffic accident

An unexpected and unintended traffic-related event, other than *mechanical breakdown*, that causes *injury*, property damage or both.

# Travel carrier

A company licensed to commercially transport passengers between destinations for a fee by land, air or water. It does not include:

- 1. Rental vehicle companies;
- 2. Private or non-commercial transportation carriers;
- 3. Chartered transportation, except for group transportation chartered by your tour operator; or
- 4. Local public transportation

# Travel supplier

A travel agent, tour operator, airline, cruise line, hotel, railway company or other travel service provider.

# Travelling companion

A person or **service animal** travelling with **you** or travelling to accompany **you** on **your trip**. A group or tour leader is not considered a **travelling companion** unless **you** are sharing the same room with the group or tour leader.

Trip

**Your** travel originally scheduled to begin on **your departure date** and end on **your return date** to, within and/or from a location:

- at least 100 kilometres away from your primary residence; or
- abroad: and
- outside *your* city/town of residence, provided that *your* travel includes an overnight stay.

It cannot include travel with the intent to receive health care or medical treatment of any kind, or moving, or commuting to and from work.

In the event of a claim **you** must be able to provide evidence of a return ticket.

No *trip* can last longer than the maximum number of days allowed according to *your policy* type, age and destination. See definition 'period of cover' for further information.

Uninhabitable

A *natural disaster*, fire, flood, burglary or vandalism that has caused enough damage (including extended loss of power, gas or water) to make a reasonable person find their home or destination inaccessible or unfit for use.

We, Us or Our

Allianz Assistance, acting on behalf of the insurer - AWP P&C SA.

You or Your

All persons listed as being insured on the policy schedule.

# HEALTH DECLARATION AND HEALTH EXCLUSIONS

Your policy may not cover claims arising from your pre-existing medical conditions.

It is very important that you read the following and declare any pre-existing medical conditions to us.

If **you** answer 'yes' to any of the questions below then **you** must declare the relevant conditions to **us** at JustTravelcover.com on **0333 003 0021**. So that **we** can ensure **you** are provided with the best cover **we** can offer please read and answer the following questions accurately and carefully:

Please note: If **you** are answering the medical questions on behalf of someone else, **you** must make sure that **you** have their permission to do so and all of the required information to answer the medical questions fully and accurately. If **you** are not sure of any of the information **you** are giving **us** or do not know, the answers must be checked with the treating G.P.

Failure to accurately and fully declare all **pre-existing medical conditions** for **you**, or anyone travelling with **you** will affect **your** cover and may result in **your** claim being declined. For the purposes of this insurance, **you** are considered to have a **pre-existing medical condition** if **you** answer "Yes" to any part of the following questions, which **you** were asked when **you** applied for insurance with **us**:

- 1. Has anyone travelling 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?
- 2. In the last 5 years, has anyone travelling suffered from a serious or recurring *medical condition*, been prescribed medication or received treatment or attended a *doctor's* surgery?
- **3.** In the last 5 years, has anyone travelling been referred to a specialist or a consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an inpatient or outpatient?
- 4. Has anyone travelling ever been diagnosed or treated for any form of anxiety, depression or psychiatric condition including eating disorders?
- 5. Has anyone travelling been placed on a waiting list currently for investigations or treatment?
- 6. Has anyone travelling been diagnosed by a *doctor* as suffering from a terminal illness?

# Please note:

- You cannot elect to exclude medical conditions from cover. You must accurately and fully declare all pre-existing medical
  conditions for you, or anyone travelling with you. If you do not this will affect your cover and may result in your claim being
  declined.
- 2. You must be fit to undertake your planned trip.
- 3. You must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.

- 4. We will cover you for pre-existing medical conditions you have declared to us and which we have accepted in writing. These pre-existing medical conditions are set out in the "Medical Declaration Schedule"
- 5. **We** will not cover **you** for any claims directly or indirectly related to **pre-existing medical conditions** which do not appear in the "Medical Declaration Schedule"
- 6. We will not cover you if your state of health was worse than you declared to us at the time you purchased your policy.
- 7. Please check that the information set out in the "Medical Declaration Schedule" is correct. If it is not, **you** must call JustTravelcover.com on **0333 003 0021** to tell **us** as soon as possible but in any event no later than 14 days from the date **you** receive **your policy**.

# **NOTE: INDIRECTLY RELATED CLAIMS**

An indirectly related claim means a medical problem that is more likely to happen because of another medical problem **you** already have. Sometimes these conditions can lead to other conditions. For example if **you**:

- suffer from asthma, chronic obstructive pulmonary disease or other lung disease, you are more likely to get a chest infection;
- have high blood pressure, high cholesterol or diabetes, you are more likely to have a heart attack or a stroke;
- have osteoporosis, you are more likely to break or fracture a bone; and
- have or have had cancer, you are more likely to suffer a secondary cancer.

# BE AWARE! We do not provide any cover for:

- Any circumstances if **you** have received a terminal prognosis.
- Any pre-existing medical conditions you are aware of but for which you have not had a diagnosis.
- Any circumstances that are not specified in your policy.

# EXCLUSIONS RELATING TO THE HEALTH OF SOMEONE NOT INSURED ON THIS POLICY, BUT WHOSE HEALTH MAY AFFECT YOUR DECISION WHETHER TO TAKE OR CONTINUE WITH YOUR TRIP

**You** will not be covered for any directly or indirectly related claims arising from the health of a **travelling companion**, someone **you** were going to stay with or a **family member** if at the time **your policy** was issued:

- **you** were aware they have been receiving medical treatment or consultation at any medical facility for a medical condition in the last 12 months;
- **you** were aware they have been awaiting medical treatment or consultation at any medical facility or have been under investigation for a medical condition;
- you were aware that a doctor had diagnosed them as having a terminal condition, or that their medical condition was likely to get
  worse in the next 12 months.

#### **WAITING LIST**

If **you** are awaiting a diagnosis for symptoms **you** are currently experiencing, **we** are unable to provide cover until **you** have a confirmed diagnosis.

If **you** have a confirmed diagnosis and are currently on a waiting list for treatment or investigation, **our policy** will not provide cover under Section A (Trip Cancellation), Section B (Trip Interruption), or Section G (Emergency Transport) under the following circumstances:

- You receive an appointment for treatment or investigation which conflicts with your planned trip, or
- As a result of the awaited treatment or investigation you become unable to travel on your planned trip.

Being on a waiting list for treatment or investigation does not affect cover whilst **you** are away for **pre-existing medical conditions** which have been declared to and agreed by **us**.

Should you become aware of a change in your diagnosis before you travel, please notify JustTravelcover.com immediately.

# CHANGES IN HEALTH FOR ANNUAL MULTI-TRIP CUSTOMERS

If **your** health changes after taking out this insurance, **you** must tell JustTravelcover.com as soon as possible by calling **0333 003 0021** if this means **you** have to:

- consult a doctor and be referred to a consultant or specialist; or
- be admitted to hospital for treatment (including surgery, tests or investigations); or
- · await treatment or the results of tests and investigations; or
- consult a doctor about a change to your on-going medication.

We will tell you whether or not your medical condition (or conditions) can be covered and if you need to pay an extra premium. If we cannot cover your medical condition (or conditions), or you do not want to pay the extra premium, we may choose to:

- consider a cancellation claim for any trips already booked; or
- continue cover on this *policy*, but without cover for *your* medical conditions; or
- cancel this policy and provide a proportionate/partial refund (as long as you have not made a claim or intend to make a claim).

# WHEN YOUR COVER BEGINS AND ENDS

Any trip that had already begun when you purchased this insurance will not be covered.

Each *trip* must begin and end at *vour primary residence*, unless described otherwise below.

#### SINGLE TRIP POLICIES:

Cover under section A (Trip Cancellation) commences at the time **you** book the **trip** or pay the insurance premium, whichever is later. Cover under section A (Trip Cancellation) ends as soon as **you** leave **your primary residence** to start **your trip**.

Cover under all other sections starts when **you** leave **your primary residence** or from the start date as shown on **your** policy schedule, whichever is the later.

Cover ends when you:

- a. return to your primary residence; or
- b. arrive at a medical facility in your country of residence for further care if you end your trip due to a medical reason; or
- c. at the end date as shown on your policy schedule;

whichever is earlier.

Cover cannot be provided to resume *your trip* or for further *trips*. No refund of premium will be given.

# **ANNUAL MULTI TRIP POLICIES:**

Cover under section A (Trip Cancellation) does not commence until **your** chosen start date as shown on **your** policy schedule. Cover under all other sections starts when **you** leave **your primary residence** for any **trip** during **your period of cover**.

Cover ends when vou:

- a. return to your primary residence; or
- b. arrive at a medical facility in your country of residence for further care if you end your trip due to a medical reason; or
- c. at the end date as shown on your policy schedule;

whichever is earlier.

Cover cannot be provided to resume your trip. No refund of premium will be given

# TRIP EXTENSIONS

#### TRIP EXTENSIONS IF YOU ARE UNABLE TO RETURN HOME FROM YOUR TRIP AS PLANNED

If your return travel is delayed due to a covered reason, we will extend your period of cover until the earlier of when you are able to return to your primary residence, or until the day you arrive at a medical facility in your country or residence for further care if you end that trip due to a medical reason.

# TRIP EXTENSIONS IF YOU DECIDE YOU WISH TO EXTEND YOUR TRIP

Please contact JustTravelcover.com on 0333 003 0021 or by emailing admin@justtravelcover.com to discuss your requirements.

# **AREA OF VALIDITY**

Provided **you** follow any travel advice issued by the government in **your country of residence** and in any country **you** are travelling from, to or through, **you** will be covered in the area or country shown on **your** policy schedule.

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.

You will not be covered if you travel outside the area you have selected, as shown in your policy schedule.

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

Europe - Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Channel Islands (Guernsey, Jersey, Alderney and Sark), Corsica, Croatia, Cyprus, Czech Republic, Denmark (inc. Faroe Islands), Estonia, Finland, France, Germany, Gibraltar, Greece (inc. Greek Islands), Holland (Netherlands), Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, North Macedonia, Norway, Poland, Portugal (inc. Azores), Republic of Ireland, Romania, Russia (West of Urals), San Marino, Sardinia, Serbia, Slovakia, Slovenia, Spain (including Balearic and Canary Islands), Sweden, Switzerland, Turkey, Ukraine, Vatican City.

Worldwide, Excluding USA, Canada, the Caribbean and Mexico - Anywhere in the world excluding the United States of America, Canada, the Caribbean and Mexico.

Worldwide, Including USA, Canada, the Caribbean and Mexico - Anywhere in the world.

# NOTE (applies to single trip policies only):

- A stopover of up to a maximum of 10 hours is allowed in WW1 if travelling to AUS/NZ.
- A stopover of up to a maximum of 10 hours is allowed in WW2 if travelling to WW1.

# SPORTS AND ACTIVITIES

#### **ACTIVITY CATEGORY A - INCLUDED**

**Your policy** covers **you** under Sections A to O during **your trip**, for the sports and activities listed in Activity category A at no extra charge when **you** are participating for recreational purposes incidental to the **trip** and that **you** do not participate for more than 90 days in any one **period of cover**.

# Please note:

Section H - Personal liability is excluded if marked with +.

Any involvement in sports and activities is subject to **your** compliance with local laws and regulations and the use of recommended safety equipment (such as safety helmet, harness, goggles, knee and/or elbow pads, life jackets).

In any event no cover will be provided under any section of the *policy* if *you* are:

- participating in, or training for any professional or semi-professional sporting competition or event; or
- participating in, or training for any amateur sporting competition while on **your trip**. This does not include participating in informal recreational sporting competitions and tournaments organised by hotels, resorts or cruise lines to entertain their guests.
- participating in, or training for any sport or activity with a company that (where required) is not regulated or licensed or where the sport or activity is otherwise prohibited by law.
- participating in, or training for any sport or activity not listed.

- participating in, or training for any	1 7		
	ACTIVITY CATEGORY	Y A – INCLUDED	
If the sport or activity <b>you</b> wish to participate in is not listed or <b>you</b> wish to be covered for optional Section P – Sports cover whilst undertaking <b>your</b> activity listed below then please contact JustTravelcover.com on <b>0333 003 0021</b> or email admin@justtravelcover.com to enquire as to whether cover may be provided.			
Aerobics	Fell Walking/Fell Running	Tug of War	
Angling/Fishing	Fencing	Roller Blading / Roller Skating	Underground activities (as part of an organised excursion/tour)
Archery+	Football / Soccer	Rounders	<b>V</b> olleyball
Badminton	Golf	Sail boarding	War Games+
Banana Boating	<b>H</b> iking (under 2,000m altitude)	Sailing/Dinghy Sailing within Territorial Waters (inland/coastal waters within 12 miles)+	Water Polo
Baseball	Jet Boating+	Skate Boarding	Water Skiing inland/coastal waters within 12 miles (excluding jumping)
Basketball	Jogging	Snorkelling	Weightlifting
Beach Games	Motorcycling up to 50cc with licence appropriate to the cc, wearing a crash helmet – no racing+	Snooker/Pool/Billiards	Windsurfing
Bowls	<b>N</b> etball	Squash	Working Abroad – Non Manual work (including professional, administrative or clerical duties only)
Canoeing/River Canoeing (up to Grade 3)	Orienteering	Surfing	
Clay Pigeon Shooting+	Outward-Bound Pursuits (ground level only)	Swimming	
Cricket+	Paintballing+	Table Tennis	
Croquet	Parascending/Parasailing (over water) towed by boat	Ten Pin Bowling	
Curling	Pony Trekking	Tennis	
Cycling (other than specified)	Racquet Ball	Trekking (under 2,000m altitude)	

If the sport or activity **you** wish to participate in is not listed or **you** wish to be covered for optional Section P – Sports cover whilst undertaking **your** activity listed above then please contact JustTravelcover.com on **0333 003 0021** or email **admin@justtravelcover.com** to enquire as to whether cover may be provided.

#### **ACTIVITY CATEGORIES B & C - OPTIONAL**

# AVAILABLE SUBJECT TO AN ADDITIONAL PREMIUM AND ACTIVITY CATEGORY BEING SHOWN AS COVERED ON YOUR POLICY SCHEDULE

**Your policy** will cover **you** under Sections A to P during **your trip**, for the sports and activities listed under **your** chosen Activity Category B and Activity Category C Winter Sports when **you** are participating on a recreational and amateur basis. This is subject to the payment of an additional premium and the Activity Category being shown as covered on **your** policy schedule.

#### Please note:

Section H - Personal liability is excluded if marked with +.

Any involvement in sports and activities is subject to **your** compliance with local laws and regulations, and the use of recommended safety equipment (such as safety helmet, harness, goggles, knee and/or elbow pads, life jacket).

In any event **no cover** will be provided under any section of the **policy** if **you** are:

- participating in, or training for any professional or semi-professional sporting competition or event; or
- participating in, or training for any amateur sporting competition while on **your trip**. This does not include participating in informal recreational sporting competitions and tournaments organised by hotels, resorts or cruise lines to entertain their guests.
- participating in, or training for any sport or activity with a company that (where required) is not regulated or licensed or where the sport or activity is otherwise prohibited by law.
- participating in, or training for any sport or activity not listed.
- participating in, or training for any sport or activity involving heli-skiing, ice climbing, ski acrobatics, ski flying, skiing against local
  authority or resort management warning or advice, ski-stunting, ski jumping, ski mountaineering, or the use of bobsleighs, luges or
  skeletons or any high-altitude activity.

ACTIVITY CATEGORY B - SUBJECT TO AN ADDITIONAL PREMIUM AS SHOWN ON YOUR POLICY SCHEDULE				
Aerial Safari	Gymnastics	<b>K</b> ayaking	Safari (tour operator organised and not involving the use of firearms)	
Boxing Training (no contact)	Hiking (between 2,001 and 4,000m altitude)	Martial Arts (training only)	Scuba Diving* (up to 30m as long as PADI qualified or equivalent to that depth and provided adequately supervised/not diving alone)	
Bungee Jump (maximum 3)	Hockey+	Mountain Biking	Track Events	
Camel/Elephant Riding/Trekking (non- incidental)	Horse Riding (up to 7 days – no polo, hunting, jumping)	Motorcycling up to 125cc with a licence appropriate to the cc, wearing a crash helmet – no racing+	Trekking (between 2,001 and 4,000m altitude)	
Cycle Touring	Hot Air Ballooning (non-incidental)	<b>Q</b> uad Biking+	White Water Rafting/Black Water Rafting  – Grades 1 to 4	
Deep Sea Fishing	Hurling+	Rambling (between 2,001 and 4,000m altitude)		
Dog Sledding	Hydro Zorbing	Rowing (inland/coastal waters within 12 miles)		
Go Karting (motorised – specific use)+	Jet Skiing+	Rugby+		

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

ACTIVITY CATEGORY C WINTER SPORTS – SUBJECT TO AN ADDITIONAL PREMIUM AS SHOWN ON YOUR POLICY SCHEDULE			
<b>A</b> irboarding	<b>L</b> anglauf	Ski Run Walking	Snow Blading
Big Foot Skiing	Monoskiing	Ski Skimming	Snow Tubing
Cross-Country Skiing (recognised paths)	Nordic Skiing (recognised paths)	Ski Touring (with a guide)	Snow Mobiling (not covering Travel Accident or Personal Liability)
Dry Slope Skiing/Snowboarding	Off Piste Skiing/Snowboarding*	Ski/Snowboard fun parks	Snow Zorbing
Glacier Walking or Trekking (under 6,000m)	Recreational Ski or Snowboard racing	Skiing	Snowboarding
Ice Fishing	Ski Racing or training (non-professional)	Sledging	Tobogganing
<b>K</b> ick Sledging	Ski Randonee	Snow Biking	

<sup>\*</sup>Off Piste Skiing/Snowboarding

Off piste skiing is skiing on unmarked or ungroomed pistes or slopes and cover is included provided **you** never ski alone and adhere to local safety and ski patrol guidelines and warnings. There is no cover under this **policy** if **you** ski in a closed or avalanche risk area. If **you** are not skiing with a guide or instructor **your policy** excludes cover where the resort stipulates off piste skiing is only permitted when accompanied by a guide or instructor.

If the sport or activity **you** wish to participate in is not listed then please contact JustTravelcover.com on **0333 003 0021** or email **admin@justtravelcover.com** to enquire as to whether cover may be provided.

# DESCRIPTION OF COVER

In this section, **we** will describe the many different types of cover which is included in **your policy**. **We** explain each type of cover and the specific conditions that must be met for the cover to apply. **NOTE:** Exclusions may apply.

# A. TRIP CANCELLATION

If your trip is cancelled or rescheduled for a covered reason listed below, we will reimburse you for your non-refundable trip payments, deposits, cancellation fees and change fees (less any available refunds), up to the maximum benefit for 'Trip Cancellation' shown in the 'Cover Summary' less the excess.

NOTE: This benefit only applies before you have left for your trip.

Also, if **you** prepaid for shared **accommodation** and **your travelling companion** cancels their **trip** due to one or more of the **covered reasons** listed below, **we** will reimburse any additional **accommodation** fees **you** are required to pay.

**IMPORTANT:** You must notify all of your travel suppliers as soon as you know that you will need to cancel your trip (this includes being advised to cancel your trip by a doctor). If you delay notifying any travel suppliers and get a smaller refund as a result, we will not cover the difference. If a serious illness, injury or medical condition prevents you from being able to notify your travel suppliers within that period, you must notify them as soon as you are able.

#### Covered reasons:

You or a travelling companion becomes ill or injured, or develops a medical condition disabling enough to make you cancel your trip (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

# The following condition applies:

- a. A doctor advises you or a travelling companion to cancel your trip before you cancel it.
- A family member who is not travelling with you becomes ill or injured, or develops a medical condition (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

# The following condition applies:

- a. The illness, *injury*, or medical condition must be considered life threatening by a *doctor* or require hospitalisation.
- 3. You, a travelling companion, family member or your service animal dies on or after the date your policy was issued.
- 4. You or a travelling companion is quarantined before your trip due to having been exposed to:
  - a. A contagious disease other than an epidemic or pandemic; or
  - b. An epidemic or pandemic (such as COVID-19), but only when the following conditions are met:
    - i. The quarantine is specific to you or a travelling companion, meaning that you or a travelling companion must be specifically and individually designated by name in an order or directive to be placed in quarantine due to an epidemic or pandemic; and
    - ii. The quarantine does not apply generally or broadly (a) to some segment or all of a population, geographical area, building or vessel (including shelter-in-place, stay-at-home, safer-at-home or other similar restriction), or (b) based on to, from or through where the person is travelling. This condition (ii) applies even if the quarantine order or directive specifically designates you or a travelling companion by name to be quarantined.
- 5. You or a travelling companion is in a traffic accident on the departure date.

#### The following condition must apply:

- a. Your or a travelling companion's vehicle needs to be repaired because it is not safe to operate.
- 6. You are legally required to attend a legal proceeding during your trip.

# The following condition applies:

- **a.** The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as a solicitor, court clerk, expert witness, law enforcement officer or other such occupation, this would not be covered).
- 7. Your primary residence becomes uninhabitable.
- 8. Your travel carrier cannot get you to your original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one of the following reasons:
  - a. a natural disaster;
  - b. severe weather.

However, if **you** can get to **your** original destination another way, **we** will reimburse **you** for the following, up to maximum benefit for 'Trip Cancellation' shown in the 'Cover Summary':

- i. The necessary cost of the alternative transportation, less available *refunds*; and
- ii. The cost of any lost prepaid *accommodation* caused by *your* delayed arrival, less available *refunds*.

# The following condition applies:

 Alternative transportation arrangements must be in a similar or lower class of service as you were originally booked with your travel carrier. 9. You or a travelling companion is involuntarily made redundant by a current employer after your trip booking date.

# The following conditions apply:

- a. Your or your travelling companion's redundancy is not voluntary.
- **b.** The employment must have been permanent (not temporary or contract).
- **c.** The employment must have been for at least 12 continuous months.
- 10. You or a travelling companion serving as a first responder is called in for duty due to an accident or emergency (including a natural disaster) to provide aid or relief during the originally scheduled trip dates.
- 11. You, a travelling companion or a family member serving in the armed forces is reassigned or has personal leave status changed, except because of war or disciplinary action.
- 12. Your or travel companion's travel documents required for the trip are stolen.

# The following conditions apply:

- a. You must make diligent efforts and provide documentation of your efforts to obtain replacement documents that would allow you to keep the originally scheduled trip dates.
- **b.** For theft of *your* travel documentation, *you* must provide a police report detailing the incident giving rise to *your* claim.

# B. TRIP INTERRUPTION

If **you** have to interrupt **your trip** or end it early due to one or more of the **covered reasons** listed below, **we** will reimburse **you**, less available **refunds**, up to the maximum benefit for 'Trip Interruption' shown in the 'Cover Summary', for:

- 1. The pro-rata portion of *your* unused non-refundable *trip* payments and deposits.
- 2. Additional *accommodation* fees *you* are required to pay, if *you* prepaid for shared *accommodation* and *your travelling companion* has to interrupt their *trip*.
- 3. Necessary transportation expenses *you* incur to continue *your trip* or return to *your primary residence*.
  - We will reimburse you either for the return travel carrier ticket to your country of residence or for the non-refundable portion of your original return ticket, but not both.
- 4. Additional *accommodation* and transportation expenses if the interruption causes *you* to stay at *your* destination (or the location of the interruption) longer than originally planned. There is a maximum cover of £50 (Bronze) £100 (Silver) or £150 (Gold) for each person insured under this *policy* per day for 10 days.

**IMPORTANT:** You must notify all of your travel suppliers as soon as you know that you will need to interrupt your trip (this includes being advised to interrupt your trip by a doctor). If you delay notifying any travel suppliers and get a smaller refund as a result, we will not cover the difference. If a serious illness, injury or medical condition prevents you from being able to notify your travel suppliers at the time you discover you need to interrupt your trip, you must notify them as soon as you are able.

# Covered reasons:

- You or a travelling companion becomes ill or injured, or develops a medical condition that is disabling enough to make you interrupt your trip (including being diagnosed with an epidemic or pandemic disease such as COVID-19).
   The following conditions apply:
  - a. A *doctor* must either examine or consult with *you* or the *travelling companion* before *you* make a decision to interrupt the trip.
  - b. **You** must not have travelled against the advice of the government in **your country of residence** or against local authority advice at **your trip** destination.
- 2. A *family member* who is not travelling with *you* becomes ill or *injured*, or develops a medical condition (including being diagnosed with an *epidemic* or a *pandemic* disease such as COVID-19).

The following condition applies:

- a. The illness, *injury* or medical condition must be considered life threatening by a *doctor* or require hospitalisation.
- 3. You, a travelling companion, family member or your service animal dies during your trip.
- 4. You or a travelling companion is quarantined during your trip due to having been exposed to:
  - a. A contagious disease other than an epidemic or pandemic; or
  - b. An epidemic or pandemic (such as COVID-19), but only when the following conditions are met:
    - i. The *quarantine* is specific to *you* or a *travelling companion*, meaning that *you* or a *travelling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*; and
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building or vessel (including shelter-in-place, stay-at-home, safer-at-home or other similar restriction), or (b) based on to, from or through where the person is travelling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *travelling companion* by name to be *quarantined*.

5. You or a travelling companion is in a traffic accident.

# The following condition must apply:

- a. The vehicle needs to be repaired because it is not safe to operate.
- 6. You are legally required to attend a legal proceeding during your trip.

#### The following condition applies:

- **a.** The attendance is not in the course of **your** occupation (for example, if **you** are attending in **your** capacity as a solicitor, court clerk, expert witness, law enforcement officer or other such occupation, this would not be covered).
- 7. Your primary residence becomes uninhabitable.
- 8. **Your travel carrier** cannot get **you** to **your** original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one of the following reasons:
  - a. A *natural disaste*r: or
  - b. Severe weather.

However, if **you** can get to **your** original destination another way, **we** will reimburse **you** for the following, up to maximum benefit for 'Trip Interruption' shown in the 'Cover Summary':

- i. The necessary cost of alternative transportation, less available *refunds*; and
- ii. The cost of any lost prepaid accommodation caused by your delayed arrival, less available refunds.

# The following condition applies:

- a. Alternative transportation arrangements must be in a similar or lower class of service as **you** were originally booked with **your travel carrier**
- You or a travelling companion serving as a first responder is called in for duty due to an accident or emergency (including a natural disaster) to provide aid or relief during the originally scheduled trip dates.
- 10. You or a travelling companion is a traveller on a hijacked aircraft, train, vehicle, or vessel.
- 11. You, a travelling companion or a family member serving in the armed forces is reassigned or has personal leave status changed, except because of war or disciplinary action.
- **12. You** miss at least 50% of the length of **your trip** due to one of the following:
  - a. a travel carrier delay (this does not include a travel carrier's cancellation prior to your departure date);
  - b. a strike or industrial action, unless threatened or announced prior to the date your trip was booked;
  - c. a *natural disaster*;
  - d. roads are closed or impassable due to severe weather;
  - e. lost or stolen travel documents that are required and cannot be replaced in time for continuation of *your trip* NOTE: *You* must make diligent efforts and provide documentation of *your* efforts to obtain replacement documents;
  - f. Civil disorder, unless it rises to the level of *political risk*.
- 13. A *travel carrier* denies *you* or a *travelling companion* boarding based on a suspicion that *you* or a *travelling companion* has a contagious medical condition (including an *epidemic* or *pandemic* disease such as COVID-19). This does not include being denied boarding due to *your* refusal or failure to comply with rules or requirements to travel or of entry to *your* destination.

# C. TRAVEL DELAY

If **your** or a **travelling companion's trip** is delayed for one of the **covered reasons** listed below, **we** will reimburse **you** for the following expenses, less available **refunds**, up to the maximum benefit for 'Travel Delay' shown in the 'Cover Summary':

- Your lost prepaid trip expenses and additional expenses you incur while and where you are delayed for meals, accommodation, communication and transportation.
- 2. If the delay causes **you** to miss the departure of **your** cruise or tour, necessary transportation expenses to either help **you** rejoin **your** cruise/tour or reach **your** destination.
- 3. If the delay causes *you* to miss the departure of *your* flight or train due to a *local public transportation* delay on *your* way to the departure airport or train station, necessary transportation expenses to either help *you* reach *your* destination or return home.

The delay must be for at least the 'Minimum required delay' shown in the 'Cover Summary' and due to one of the following covered reasons.

# Covered reasons:

- 1. A travel carrier delay (this does not include a travel carrier's cancellation prior to your departure date).
- 2. A strike, unless threatened or announced prior to date of booking *your trip*.
- 3. Quarantine during your trip due to having been exposed to:
  - a. A contagious disease other than an epidemic or pandemic; or
  - b. An epidemic or pandemic (such as COVID-19), but only when the following conditions are met:
    - i. The quarantine is specific to you or a travelling companion, meaning that you or a travelling companion must be specifically and individually designated by name in an order or directive to be placed in quarantine due to an epidemic or pandemic; and
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (b) based on to, from or through where the person is travelling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *travelling companion* by name to be *quarantined*.
- 4. A natural disaster.
- 5. Lost or stolen travel documents.
- 6. Hijacking, except when it is a terrorist event.
- 7. Civil disorder, unless it rises to the level of *political risk*.
- 8. A traffic accident.
- 9. A travel carrier denies you or a travelling companion boarding based on a suspicion that you or a travelling companion has a contagious medical condition (including an epidemic or pandemic disease such as COVID-19). This does not include being denied boarding due to your refusal or failure to comply with rules or requirements to travel or of entry to your destination.

# D. BAGGAGE

If **your baggage** is lost, damaged or stolen while **you** are on **your trip**, **we** will pay **you**, less available **refunds**, the lesser of the following, up to the maximum benefit for 'Baggage' as shown in the 'Cover Summary':

- 1. Cost to repair the damaged **baggage**; or
- 2. Cost to replace the lost, damaged or stolen **baggage** with the same or similar item, reduced by 10% for each full year since the original purchase date, up to the maximum of 50% reduction.

# The following conditions apply:

- a. You have taken necessary steps to keep your baggage safe and intact and to recover it.
- b. You have filed and retained a copy of a report giving a description of the property and its value with the appropriate local authorities, *travel carrier*, hotel or tour operator within 24 hours of discovery of the loss.
- **c.** You must file and retain a copy of a police report in the case of theft of any items.
- d. You must provide original receipts or another proof of purchase for each lost, damaged, or stolen item. For items without an original receipt or a proof of purchase, we will only cover 50% of the cost to replace the lost, damaged, or stolen item with the same or similar item.
- e. You must report theft or loss of a mobile phone to your network provider and ask them to block the device.

# The following items are not covered:

- 1. Animals, including remains of animals.
- Cars, motorcycles, motors, aircraft, drones, watercraft and other vehicles and related accessories and equipment.
- 3. Bicycles, skis and snowboards (except while they are checked with a travel carrier).
- Hearing aids, prescription eyewear and contact lenses.
- 5. Artificial teeth, prosthetics and orthopaedic devices.
- 6. Wheelchairs and other mobility devices.
- 7. Consumables, medicines, medical equipment/supplies and perishables.
- 8. Tickets, passports, deeds, blueprints, stamps and other documents.
- 9. Money, currency, credit cards, notes or evidences of debt, negotiable instruments, travellers' cheques, securities, bullion and keys.
- 10. Rugs and carpets.
- 11. Antiques and art objects.
- 12. Fragile or brittle items.
- **13.** Firearms and other weapons, including ammunition.
- 14. Intangible property, including software and electronic data.
- 15. Property for business or trade.
- 16. Property you do not own.
- 17. High value items stolen from a vehicle, locked or unlocked.
- 18. Baggage while it is:
  - a. Shipped, unless with your travel carrier;
  - **b.** In or on a car trailer;
  - c. Unattended in an unlocked motor vehicle; or
  - d. Unattended in a locked motor vehicle, unless baggage cannot be seen from the outside.

# E. BAGGAGE DELAY

If **your baggage** is delayed by a **travel supplier** during **your trip**, **we** will reimburse **you** for expenses **you** incur for the essential items **you** need until **your baggage** arrives, up to the maximum benefit for 'Baggage Delay' shown in the 'Cover Summary'.

# The following conditions apply:

- Your baggage must be delayed for at least the 'Minimum required delay' listed under 'Baggage delay' as shown in the 'Cover Summary'.
- You must provide purchase receipts for all essential items claimed. Cover will not be provided for items if you cannot produce the receipt.
- Only available for your outbound travel (not your return travel).

# F. EMERGENCY MEDICAL/DENTAL COVER ABROAD

If **you** receive emergency medical or dental care while **you** are on **your trip** abroad for one of the following **covered reasons**, **we** will reimburse the **reasonable and customary costs** of that care for which **you** are responsible, up to the maximum benefit for 'Emergency medical/dental cover abroad' shown in the 'Cover Summary' (dental care is subject to the maximum sub limit listed for 'Dental Care'):

- 1. While on *your trip* abroad, *you* have a sudden, unexpected illness, *injury* or medical condition that could cause *serious harm* if it is not treated before *your* return home (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).
- 2. While on your trip abroad, you have a dental injury or infection, a lost filling or a broken tooth that requires immediate treatment.

If **you** need to be admitted to a **hospital** as an inpatient, **we** may be able to guarantee or advance payments, where accepted, up to the limit of the Emergency medical/dental cover abroad section.

# The following conditions and additional exclusions apply:

- a. The care must be *medically necessary* to treat an emergency condition and such care must be provided by a *doctor*, dentist, *hospital* or other provider authorised to practice medicine or dentistry.
- b. We will not pay for any care provided after your trip ends.
- c. We will not pay for any care for any illness, injury or medical condition that did not originate during your trip abroad.
- d. We will not pay for any non-emergency care or services in general and the following care and services in particular:
  - 1. Elective cosmetic surgery or care;
  - 2. Annual or routine examinations or consultations;
  - 3. Long-term care;
  - 4. Allergy treatments (unless life threatening);
  - 5. Examinations, consultations or care related to or loss of/damage to hearing aids, dentures, eyeglasses and contact lenses;
  - 6. Physiotherapy, rehabilitation or palliative care (except as necessary to stabilise you);
  - 7. Experimental treatment; and
  - 8. Any other non-emergency medical or dental care.
- **e.** You must not have travelled against the orders or advice of any government or other public authority at any location to, from or through which you are travelling on your trip.
- f. You must be fit to travel on your trip and not travel against the advice of a doctor or where you would have been if you had sought their advice before commencing your trip.

# G. EMERGENCY TRANSPORT

#### **IMPORTANT:**

- If your emergency is immediate or life threatening, seek local emergency care at once.
- We are not and shall not be deemed to be a provider of medical or emergency services.
- **We** act in compliance with all national and international laws and regulations. **Our** services are subject to approval by appropriate local authorities as well as active travel and regulatory restrictions.

# Emergency Evacuation (Transporting you to the nearest appropriate medical facility)

If **you** become seriously ill or **injured** or develop a medical condition (including being diagnosed with an **epidemic** or **pandemic** disease such as COVID-19) while on **your trip**, **we** will pay for local emergency transportation from the location of the initial incident to a local **doctor** or local medical facility. If **we** determine that the local medical facilities are unable to provide appropriate medical treatment:

- our medical team will consult with the local doctor to obtain information necessary to make appropriate decisions regarding your
  overall medical condition;
- 2. we will identify the closest appropriate available hospital or other appropriate available facility, make arrangements to transport you there and pay for that transport; and
- 3. we will arrange and pay for a medical escort if we determine one is necessary.

# The following conditions apply to items 1 and 2 above:

- a. You or someone on your behalf must contact us and we must make all transportation arrangements in advance. If we did not authorise and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transport arrangements that we did not authorise or arrange.
- b. All decisions about your evacuation must be made by medical professionals licensed in the countries where they practice.
- c. You must comply with the decisions made by our assistance and medical teams. If you do not comply, you effectively relieve us from any responsibility and liability for the consequences of your decisions and we reserve the right to not provide cover.
- d. One or more emergency transportation providers must be willing and able to transport you from your current location to the identified hospital or facility.
- e. You must not have travelled against the orders or advice of any government or other public authority at any location to, from or through which you are travelling on your trip.
- f. You must be fit to travel on your trip and not travel against the advice of a doctor or where you would have been if you had sought their advice before commencing your trip.

# Medical Repatriation (Getting you home after you receive care)

If **you** become seriously ill or **injured** or develop a medical condition (including being diagnosed with an **epidemic** or **pandemic** disease such as COVID-19) while on **your trip** and **our** medical team confirms with the treating **doctor** that **you** are medically stable to travel, **we** will:

- Arrange and pay for you to be transported via regularly scheduled service on a common carrier in the same class of service that you originally booked (unless otherwise medically necessary), for the return leg of your trip, less available refunds for unused tickets. The transport will be to one of the following:
  - a. Your primary residence;
  - b. A location of your choice in your country of residence; or
  - c. A medical facility near your primary residence or in a location of your choice in your country of residence. In either case, the medical facility must be willing and able to accept you as a patient and must be approved by our medical team as medically appropriate for your continued care.
- 2. Arrange and pay for a medical escort if our medical team determines that one is necessary.

# The following conditions apply:

- Special requirements must be medically necessary for your transport (for example, if more than one seat is medically necessary for you to travel).
- b. You or someone on your behalf must contact us and we must make all transport arrangements in advance. If we did not authorise and arrange the transport, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transport arrangements that we did not authorise or arrange.
- c. All decisions about *your* repatriation must be made by medical professionals licensed in the countries where they practice.
- d. You must comply with the decisions made by our assistance and medical teams. If you do not comply, you effectively relieve us from any responsibility and liability for the consequences of your decisions and we reserve the right to not provide cover.
- e. One or more emergency transportation providers must be willing and able to transport you from your current location to your chosen destination.
- f. You must not have travelled against the orders or advice of any government or other public authority at any location to, from or through which you are travelling on your trip.
- g. You must be fit to travel on your trip and not travel against the advice of a doctor or where you would have been if you had sought their advice before commencing your trip.

# Transport to Bedside (Bringing a friend or family member to you)

If **you** are told by the treating **doctor** that **you** will be hospitalised for more than 72 hours during **your trip** or that **your** condition is immediately life-threatening, **we** will arrange and pay for round-**trip** transport in economy class on a **travel carrier** for one friend or **family member** to stay with **you**.

# The following conditions apply:

- **a. You** or someone on **your** behalf must contact **us** and **we** must make all transportation arrangements in advance. If **we** did not authorise and arrange the transport, **we** will only pay up to what **we** would have paid if **we** had made the arrangements.
- **b. You** must not have travelled against the orders or advice of any government or other public authority at any location to, from or through which **you** are travelling on **your trip**.

# Return of Dependents (Getting minors and dependents home)

If you die or are told by the treating doctor you will be hospitalised for more than 24 hours during your trip, we will arrange and pay to transport your travelling companions who are under the age of 18 or are dependents requiring your full-time supervision and care to one of the following:

- 1. Your primary residence; or
- 2. A location of your choice in your country of residence.

We will arrange and pay for an adult *family member* to accompany *your travelling companions* who are under the age of 18 or are dependents requiring *your* full-time supervision and care, if *we* determine that it is necessary.

Transport will be on a *travel carrier* in the same class of service that was originally booked. Available *refunds* for unused tickets will be deducted from the total amount payable.

# The following conditions apply:

- a. This benefit is only available while you are hospitalised or if you die and if you do not have an adult family member travelling with you that is capable of caring for the travelling companions under the age of 18 or dependents.
- b. You or someone on your behalf must contact us and we must make all transport arrangements in advance. If we did not authorise and arrange the transport, we will only pay up to what we would have paid if we had made the arrangements.
- c. You must not have travelled against the orders or advice of any government or other public authority at any location to, from or through which you are travelling on your trip.
- d. You must be fit to travel on your trip and not travel against the advice of a doctor or where you would have been if you had sought their advice before commencing your trip.

# Repatriation of Remains (Getting your remains home)

We will arrange and pay for the reasonable and necessary services and supplies to transport your remains to one of the following:

- 1. A funeral home near **your primary residence**; or
- 2. A funeral home located in your country of residence.

#### The following conditions apply:

- a. Someone on your behalf must contact us and we must make all transportation arrangements in advance. If we did not authorise and arrange the transport, we will only pay up to what we would have paid if we had made the arrangements; and
- **b.** The death must occur while on **your trip**.

If a **family member** decides to make funeral, burial or cremation arrangements for **you** at the location of **your** death, **we** will reimburse the necessary expenses up to the amount it would have cost **us** to transport **your** remains to a funeral home near **your primary residence.** 

#### Search and Rescue

We will pay the cost of search and rescue activities by a professional rescue team, up to the maximum benefit for 'Search and rescue' shown in the 'Cover Summary', if you are reported missing during your trip or have to be rescued from a physical emergency.

# H. PERSONAL LIABILITY

# **IMPORTANT:**

If **you** are hiring or using a motorised or mechanical vehicle or machinery while on **your trip**, **you** must make sure that **you** get the necessary insurance from the hire company or owner. **We** do not cover this under **our policy**.

If **you** are legally liable for something **you** do that results in one of the following, **we** will pay up to the maximum benefit for 'Personal Liability' shown in the 'Cover Summary', plus any other costs **we** agree to in writing:

- 1. Bodily injury to any person, except you, a family member or a travelling companion.
- 2. Loss of or damage to property which you do not own and which you or a family member have not hired, loaned or borrowed.
- 3. Loss of or damage to the *accommodation you* are using on *your trip* that does not belong to *you* or a *family member*.

# The following cover exclusions apply:

- 1. Any liability for something which:
  - a. is suffered by anyone employed by you or a family member and is caused by the work they are employed to do:
  - **b.** is caused by something **you** deliberately did;
  - **c.** is caused by something **you** deliberately did not do, but should have;
  - d. is caused by **your** employment or the employment of a **family member**;
  - e. is caused by **you** using any firearm or weapon;
  - f. is caused by any animal you own, look after or control; or
  - g. you agree to take responsibility for, if you would not have otherwise been held responsible for it.
- 2. Any contractual liabilities.
- 3. Any liability for bodily *injury* suffered by *you*, a *family member* or a *travelling companion*.
- 4. Compensation or other costs caused by accidents arising from you owning, hiring or using:
  - a. any land or building (except for you staying in the accommodation you are using on your trip);
  - b. motorised or mechanical vehicles and any trailers attached to them; or
  - c. aircraft, motorised watercraft or sailing vessels.

# The following conditions apply:

- You must give us a detailed account of the circumstances surrounding the claim, including photographs and video evidence (if appropriate).
- 2. You must give us any writ, summons or other correspondence you receive from a third party.
  - **NOTE:** You must not admit liability, offer to make any payment or correspond with any third party without our permission in writing.
- 3. You must give us full details of any witnesses and any written statements, if possible.

# I. TRAVEL ACCIDENT

If **you** have an **accident** during **your trip** that causes physical bodily **injury** to **you**, **we** will pay **you** or **your** personal representatives up to the amount for 'Travel Accident' shown in the 'Cover Summary' if the **accident** results in one of the following:

- 1. **your** death within a year of the **accident**; or
- your permanent disability (including permanent loss of your sight or loss of use of a hand or foot) within three months of the accident.

**IMPORTANT:** Compensation under this cover will not be paid to a personal representative who either caused the *accident* or is convicted in court for *your* murder, manslaughter or for causing *your* permanent disability.

# The following cover exclusions apply:

In addition to the general exclusions that apply to all cover, this **policy** will not provide cover for accidents directly or indirectly caused by the following:

- 1. operating motorcycles with 125cc or larger engine capacity;
- 2. performing manual labour as a part of your occupation; or
- 3. participation in military exercises.

# J. TRAVEL SERVICES DURING YOUR TRIP

If **you** need medical information services during **your trip**, **our** Medical Emergency Assistance team is available. With **our** global reach and multi-lingual staff, **we** are here to help **you**.

# Finding a Doctor or Medical Facility

If you need care from a doctor or medical facility while you are travelling, we can assist you in finding one.

**IMPORTANT:** Assistance is provided on a strictly non-advised basis using public information available for *your* location. *We* will not provide recommendations for specific providers and it remains *your* choice whether or not to use the information provided.

# K. LOSS OF TRAVEL DOCUMENTS

If **your** passport or visa is lost, stolen or destroyed while **you** are on **your trip**, **we** will reimburse **you**, up to the maximum benefit for 'Loss of Travel Documents' shown in the 'Cover Summary' for the following:

- the cost of your necessary extra travel and accommodation expenses as well as administration costs for the issuing of the emergency passport and/or visa you need to continue your trip or return to your primary residence; and
- the equivalent cost (based on the current standard replacement costs) of the period remaining on your passport that is lost or has been stolen or destroyed.

# The following conditions apply: You must:

- a. have taken necessary steps to keep your passport and/or visa safe and to recover it, where possible;
- **b.** file and retain a copy of a police report in the case of theft;
- c. have filed and retained a copy of a loss report from the consulate or embassy you reported it to; and
- **d.** provide receipts for all expenses, including from the consulate or embassy confirming the cost of the replacement or emergency passport or visa.

#### The following exclusions apply:

- 1. Reimbursement, unless *you* can provide receipts for the expenses claimed.
- 2. Losses caused by differences in exchange rates.
- 3. Passports or visas left unattended in a motor vehicle or a public area.
- 4. Foreign currency transaction fees imposed by *your* bank or credit card issuer.
- 5. The cost of any upgrades, pre-checking services or postage fees.

# L. PERSONAL MONEY

If **your personal money** is lost or stolen while **you** are on **your trip**, **we** will reimburse **you**, up to the maximum benefit for 'Personal Money' shown in the 'Cover Summary' (but no more than the amount for 'Cash' in total shown in the 'Cover Summary', whether jointly owned or not).

# The following conditions apply:

You must:

- a. have taken necessary steps to keep your personal money safe and to recover it;
- b. file and retain a copy of a police report in the case of theft;
- c. have filed and retained a copy of a report giving the details of the *personal money* and its value with the appropriate local authorities, *travel carrier*, hotel or tour operator within 24 hours of discovery of a loss; and
- d. provide documentary evidence of the value of the lost or stolen personal money as well as the original source for cash.

# The following exclusions apply:

- 1. This *policy* will not pay for *personal money* if one of the following apply:
  - a. it is not being carried by you;
  - b. it is not locked in the secure private accommodation you are using on your trip; or
  - c. it is not locked in a safe or security deposit box.
- 2. Reimbursement, unless you can provide evidence of the amount of currency you had, from the place where you got the currency.
- 3. Losses caused by a drop in exchange rates or any shortage caused by mistakes made when exchanging currency.
- 4. Personal money left in a motor vehicle.
- 5. Loss or theft of traveller's cheques or other payment means if the issuing agent provides replacements or reimburses you.
- 6. More than the lowest market value of equivalent personal money (except cash), if paid for using frequent-flyer points, loyalty-card points, vouchers or another similar scheme.

# M. LEGAL EXPENSES

If **you** die, fall ill or are **injured** during **your trip** and **you** (or **your** personal representative) take legal action against a third party to claim damages or compensation for negligence, **we** will do the following:

- 1. Nominate an appointed adviser to act for **you**. This could be a solicitor or a suitably qualified person or company (including **us**). If **you** and **we** cannot agree on an appointed adviser, the matter can be referred to an alternative resolution facility.
- 2. Pay legal costs of up to the amount shown in the Cover Summary for **you** (but not more than twice this amount in total for all people insured under this **policy**) for each event giving rise to a claim.

# The following conditions apply:

- a. You must:
  - i. conduct *your* claim in the way specified by the appointed adviser.
  - ii. keep us and the appointed adviser fully aware of all facts and correspondence, including any offers you receive to settle the claim.
- b. We will not be bound by any promises you give to the appointed adviser, or which you give to any person about payment of fees or expenses, unless we have given our permission.
- c. We can withdraw cover, after we have agreed to the claim, if we think a reasonable settlement is unlikely or that the cost of the legal action could be more than the settlement.
- d. If we, you or the appointed adviser cannot recover our legal costs after a successful claim for compensation, we can take the costs from the compensation you receive. The amount we take is limited to the actual legal costs and will not be more than half of the compensation you receive.
- **e.** If **you** do not accept a reasonable settlement, **we** will not cover **your** claim. In this situation **you** should use alternative resolution facilities such as mediation.
- f. If you withdraw from a claim without our agreement, you must pay our legal costs. You will become responsible for all legal costs.

# The following exclusions apply:

- 1. Any Claim
  - a. not reported to us within 90 days of the event giving rise to the claim;
  - **b.** if **we** think **we** are unlikely to get a reasonable settlement;
  - c. if we think the cost of the legal action could be more than the settlement we could get;
  - d. involving a dispute between you and someone else living at your primary residence, a family member, a travelling companion, or one of your employees;
  - e. if another insurer or service provider has refused your claim, or there is a shortfall in the cover they provide; or
  - f. against JustTravelcover.com, a *travel supplier, travel carrier, us*, AWP P&C SA, another person insured under this *policy* or *our* agents.
- 2. Costs for legal action that we have not agreed to.
- Costs awarded as a penalty against you or the appointed adviser personally (for example, for not following court rules and protocols).
- 4. Costs for legal action taken in more than one country for the same event.

# N. END SUPPLIER FAILURE

This 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.

The Insurer will pay up to £1500 in total for each Insured Person named on the Invoice 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, Gibraltar or Northern Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

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 above.

#### The Insurer will not pay for:

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

# **INSOLVENCY CLAIMS ONLY**

**Insolvency Claims Procedure**: - International Passenger Protection (IPP) claims only. Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting your Policy Number, Travel Insurance Policy name and **reference IPP ESFI V1-22**:

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

ALL OTHER CLAIMS -REFER TO YOUR INSURANCE DOCUMENT AND SEE ALTERNATIVE CLAIMS PROCEDURE.

# **HOW TO MAKE A COMPLAINT**

Compliance Officer Liberty Mutual Insurance Europe SE 20 Fenchurch Street London EC3M 3AW Tel: +44 (0 20 3758 0840

Email: complaints@libertyglobalgroup.com

quoting your policy and/or claim number;

If after making a complaint you are still not satisfied you may be entitled to refer the dispute to an independent organisation. This will depend on where you are based, please see below.

# For policyholders and insured persons based in the UK

The Financial Ombudsman Service is a free and impartial service, who may be contacted at:

Exchange Tower Harbour Exchange London

E14 9SR

Tel: 0800 023 4567

Website: www.financial-ombudsman.org.uk

To confirm whether you are eligible to ask the Financial Ombudsman Service to review your complaint find out more at <a href="www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

#### **Data Protection**

We will deal with any information you provide to us in compliance with the provisions of relevant Data Protection legislation. For the purposes of providing this insurance and the handling of any claims or complaints, we may need to transfer certain information which you have provided to other parties.

# **Sanctions**

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

#### **Non-Assignment**

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

# O. OPTIONAL TRAVEL DISPUTE COVER

This Section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule. Important Notice Regarding the operation of this Policy

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

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

# Claims Notification & Advice Helpline Service - 01384 377000

- This is a *Policy* where *You* must notify *Us* during the *Period of Insurance* and within thirty (30) days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this *Policy*. Failure to do so could mean that *We* decline to pay a claim for *Your* Professional Fees.
- Whilst the **Policy** may include events that occur Worldwide, **Policy** cover will only operate where Legal Proceedings can be brought within the Court Jurisdiction of a country within the **United Kingdom** or European Union.
- If **You** can convince **Us** that there are sensible prospects of being successful in **Your** claim and that it is reasonable for Professional Fees to be paid, **We** will;
  - o take over the claim on Your behalf
  - o appoint a specialist of *Our* choice to act on *Your* behalf.

We may limit the Professional Fees that We pay under the Policy where:

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

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

If upon receipt of this **Policy You** are unhappy with any of the requirements as stated above please advise **Your** insurance adviser within fourteen (14) days of issue, who subject to **You** not having travelled or made a claim under this **Policy**, will arrange a full refund of premium

# **Section O Policy Definitions**

The words or expressions detailed below have the following meaning wherever they appear in this **Policy**.

#### Agent

The Agent appointed by the Cover holder 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.

#### Claim Limit(s)

The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified within the **Schedule**.

# **Claims Specialist**

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*.

#### FYCESS

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

#### Holiday

A Holiday *Trip* outside of the *United Kingdom* or a Holiday within the *United Kingdom* which includes two or more consecutive nights stay in Pre-Booked Accommodation.

# **Insured Person**

The persons named within the Policy Schedule attached to this Policy.

# Insurer

This insurance is administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Ltd.

#### Legal Proceedings

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

#### Period of Insurance

The **Period of Insurance** shown in the **Schedule**.

# Policyholder, You, Your

The person or company who has paid the premium and is named in the **Schedule** as the **Policyholder**.

# **Pre-Booked Accommodation**

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

# **Professional Fees**

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

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

# **Prospects of Success**

At least a 51 % chance of the Insured Person(s) achieving a favourable outcome

#### **Schedule**

The document which shows details of **You** and this insurance and is attached to and forms part of this **Policy**.

#### Standard Professional Fees

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

#### **Territorial Limits**

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

#### Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

# **Time of Occurrence**

When the Event occurred or commenced whichever is the earlier.

# We, Us, Our

Arc Legal Assistance Limited and AmTrust Europe Ltd.

#### 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 Holiday which is subject to the dispute and which may give rise to any claim under this **Policy**.

# What is covered:

Pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by or on **Your** behalf for the purposes of undertaking a Holiday in order to seek compensation and or implementation of the contract from the following:

- a) Your Tour Operator or Holiday Company
- b) Your Travel Agent
- c) A Car Hire company with whom You have 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 and where Legal Proceedings are able to be brought in a *United Kingdom* or European Union (EU) Country's Court jurisdiction.

#### What is not covered:

- 1. 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.
- 2. An Event not reported to the Insurer within thirty (30) days of returning from the Holiday subject tothe dispute.
- 3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.
- 4. Actions pursued in order to obtain satisfaction of a judgment or legally binding decision.
- 5. The Insured Person's travelling expenses, subsistence allowances or compensation for absence from work.
- 6. 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 for section O

This insurance does not cover:

- Professional Fees incurred
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
  - b) where the *Insured Person* should have realised when purchasing this insurance that a claim under this insurance might occur;
  - c) before *Our* written acceptance of a claim;
  - d) before *Our* approval or beyond those for which *We* have given *Our* approval;
  - e) where **You** fail to give proper instructions in due time to **Us** or to the Authorised Professional;
  - f) where **You** are responsible for anything which in **Our** opinion prejudices **Your** case;
  - g) if **You** withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for **You**;
  - h) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility;
  - i) in respect of the amount in excess of *Our* Standard Professional Fees where *You* have elected to use an Authorised Professional of *Your* own choice;

- 2. the pursuit, continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
- claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
- 4. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six (6) working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable prospects of success:
- 5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this *Policy* not been effected:
- 6. damages, fines or other penalties **You** are ordered to pay by a Court, tribunal or arbitrator;
- 7. claims arising from an Event arising from **Your** deliberate act, omission or misrepresentation:
- 8. any Professional Fees relating to **Your** alleged dishonesty or deliberate and wilful criminal acts or omissions;
- 9. a dispute which relates to any compensation or amount payable under a contract of insurance:
- 10. a dispute with **Us** not dealt with under the Arbitration condition;
- 11. an application for judicial review;
- 12. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
- 13. any claim involving medical or clinical negligence or pharmaceutical or any 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;
- 16. Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
- 17. Legal Proceedings between an *Insured Person* and a central or local government authority;
- 18. disputes between an *Insured Person* and their family or a matrimonial or co-habitation dispute;
- 19. any claims made or considered against **Us**, the Agent or Authorised Professional used to handle any claim;
- 20. any claims relating to cosmetic treatment, surgery or tanning;
- 21. Professional Fees incurred that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court Limits.
- 22. any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.

This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.

- 23. any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- 24. any loss or damage caused by any sort of war, invasion or revolution
- 25. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
- any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

# **GENERAL CONDITIONS FOR SECTION 0:**

# **Consumer Insurance Act**

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

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

Failure to provide answers in-line with the requirement of the Act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

#### 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 thirty (30) days of returning from the respective Holiday 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:

- 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.

# Representation

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

If Legal Proceedings have been agreed by **Us**, **You** may nominate **Your** own Authorised Professional whose name and address **You** must submit to **Us**. In selecting **Your** Authorised Professional **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the **Policy** Conditions.

Where **You** have elected to use **Your** own nominated Authorised Professional **You** will be responsible for any Professional Fees in excess of **Our** Standard Professional Fees.

#### **Conduct of Claim**

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

# **Recovery of Costs**

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

#### Frauc

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.

# **Privacy and Data Protection Notice**

1. Data Protection

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

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

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

3. Sensitive Personal Data

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

4. Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud

detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

# 5. International Transfers of Data

The personal data that We collect from You may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). We currently transfer personal data outside of the UK and EEA to the USA and Israel. Where We transfer Your personal data outside of the UK and EEA, We will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

# 6. Your Rights

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

# 7. Retention

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

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

A copy of this Insurer's privacy policy is available to view at: https://www.amtrustinternational.com/legal/privacy-cookies/

#### **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.

#### Cancellation

**We** hope **You** are happy with the cover this **Policy** provides. However, if after reading this **Policy**, this insurance does not meet with **Your** requirements, please return it to **Your** Agent within fourteen (14) days of issue and **We** will refund **Your** premium provided **You** have not submitted a claim.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving fourteen (14) days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

# **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.

# Claims Notification and Advice Helpline Service

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

#### Travel Dispute Claims Notification & Advice Helpline Service: - 01384 377000

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

#### 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.

# **Complaints Procedure**

In the event of a complaint arising under this insurance, You should in the first instance contact Arc Legal Assistance Limited.

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

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

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

You may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0300 123 9123 or 0800 023 4567 Email: complaint.info@financial-ombudsman.org.uk

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

# **Compensation Scheme**

AmTrust Europe Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

# P. CDH-CB5 @GDCFHG7 CJ9F

The cover under this section only applies when the appropriate 'Sports cover' premium has been paid for Activity Categories B or C and this is shown in *your* policy schedule. Cover for taking part in Activity Category A activities, automatically applies under sections A-M, but there is no cover under section P, unless *you* have paid the additional premium to have this included, and it is shown in *your* policy schedule.

# **Missed activity**

If **you** cannot participate in one or more of **your** prepaid activities during **your trip** for a covered reason listed below, **we** will reimburse **you** for **your** non-refundable costs that **you** paid for the activities, less available **refunds**, up to the maximum benefit for Missed Activity shown in **your** Cover Summary. Please note that this cover only applies before the start of the activity.

#### Covered reasons:

1. You, a travelling companion or a family member who is participating in the activity becomes ill or injured, or develops a medical condition (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

The following conditions apply:

- a. The illness, injury or medical condition must be disabling enough to make a reasonable person not participate in the activity; and
- b. A doctor advises you or a travelling companion not to participate in the activity before the activity takes place. If that isn't possible, a doctor must either examine or consult with you or the travelling companion within 48 hours of the activity or as soon as reasonably possible, to confirm the decision not to attend.
- 2. Your family member who is not participating in the activity becomes ill or injured, or develops a medical condition.
  - a. The illness, injury or medical condition must be considered life threatening by a doctor, require hospitalisation or require your care.
- 3. Your or a travelling companion's death.
- 4. The death of your family member or your service animal on or within 30 days prior to the scheduled start date of the activity.
- 5. Your prepaid activity is cancelled by the supplier of the activity due to severe weather.
- **6. Your** ski resort closes 75% or more of its ski trails due to lack or excess of snow.

The following condition applies:

**a.** The closure is for at least 50% of the normal operating hours on the calendar day **you** intend to use the lift tickets.

#### **Sporting Equipment Cover**

If your sporting equipment is lost or damaged by a travel supplier or is stolen while you are on your trip, we will pay you, less available refunds, the lowest of the following, up to the maximum benefit listed for Sporting Equipment Damage, Loss, or Theft in your Cover Summary:

- i. The cost to repair the damaged **sporting equipment**; or
- ii. The cost to replace the lost, damaged or stolen **sporting equipment** with the same or similar item, reduced by 10% for each full year of use since the original purchase date, up to the maximum of 50% reduction.

The following conditions apply:

- a. You must have taken all necessary steps to keep your sporting equipment safe and intact and to recover it;
- **b. You** must have reported the incident and have a copy of a written report giving a description of the property and its value from the appropriate local authorities, **travel carrier**, hotel or tour operator within 24 hours of discovery of the loss; and
- c. You must provide original receipts or another proof of purchase for the lost items.

For items without an original receipt or a proof of purchase, **we** will provide cover based on up to 50% of the cost to replace the lost, damaged or stolen item with the same or similar item.

The following are not covered:

- 1. Items other than sporting equipment;
- 2. Animals, including remains of animals;
- 3. Cars, motorcycles, motors, drones, aircraft, watercraft and other vehicles as well as related accessories and equipment;
- 4. Hearing aids, prescription eyewear and contact lenses, unless specifically designed for use in a particular sport;
- 5. Prosthetics and orthopaedic devices, unless specifically designed for use in a particular sport;
- 6. Wheelchairs and other mobility devices, unless specifically designed for use in a particular sport;
- 7. Non-physical property, including software and electronic data;
- 8. Property used for business or trade;
- 9. Property you do not own;
- 10. Gross negligence or malicious conduct leading to loss, theft or damage of your sporting equipment; and
- 11. Sporting equipment while it is:
  - a. being shipped, unless with your travel carrier,
  - **b.** in or on a car trailer; or
  - c. unattended in an unlocked motor vehicle.

# **Sporting Equipment Rental cover**

If **your sporting equipment** is lost or delayed by a **travel supplier** during **your** outbound travel for more than 24 hours or is damaged or stolen while on **your trip**, **we** will reimburse the necessary costs for renting replacement **sporting equipment** to use during **your trip**, up to the maximum benefit listed for Sporting Equipment Rental Cover in **your** Cover Summary. This cover does not include motorised equipment or vehicles.

The following condition applies:

**a. You** must have made a report giving a description of the property with the appropriate local authorities, **travel supplier**, hotel or tour operator within 24 hours of discovery of the loss.

#### Search and Rescue

**We** will pay the cost of search and rescue activities by a professional rescue team, up to the maximum benefit listed for search and rescue cover in **your** Cover Summary, if **you** are reported missing during **your trip** or have to be rescued from a physical emergency. The maximum benefit listed for this cover is in addition to any other search and rescue benefit that this **policy** provides.

# Q. OPTIONAL CRUISE COVER

The cover under this section only applies when the appropriate 'Cruise cover' premium has been paid and this is shown in *your* policy schedule. The cover provided under sections A-M still applies for *trips* involving a cruise, even if the premium for cover under this section has not been paid.

#### Missed port of call

If **you** are on a cruise that misses a scheduled port of call indicated on **your** original itinerary or replaces it with another port of call, **we** will pay **you** the per port amount listed on **your** Cover Summary for each port **you** missed, up to the maximum benefit listed for Missed Port of Call cover.

# Low/High water

**We** will pay **you** the per occurrence amount listed on **your** Cover Summary, up to the maximum limit listed for Low/High Water cover, for each cruise interruption of **your** river cruise caused by insufficient or excess water levels, where the **travel supplier** provides only land-based alternative **accommodation** or require that **you** change ships.

**We** will not pay for covered losses caused by the same event under more than one of: Low/High Water cover, Missed Port of Call cover, or Travel Delay cover.

# **Cabin confinement**

**We** will pay **you** the amount listed on **your** Cover Summary if a **doctor** on board **your** cruise ship advises **you**, individually and personally, not to leave **your** cabin because of an **injury** or illness during **your trip**.

**We will** not pay for covered losses caused by the same event under more than one of: Cabin Confinement cover, Travel Delay cover, or Trip Interruption cover. There is also no cover where confinement applies broadly to all guests on the vessel rather than just to **you** individually.

#### Shore excursions cover

**We** will reimburse **you**, less available **refunds**, up to the amount listed on **your** Cover Summary for the cost of excursions **you** have pre-paid but cannot go on during **your trip** because:

- a. a **doctor** on board **your** cruise ship has advised **you** not to go on the excursion because of **your** illness, **injury**, or a medical condition (including being diagnosed with an **epidemic** or **pandemic** disease such as COVID-19) during **your trip**; or
- b. **your** cruise ship cannot make a scheduled stop at a port because of bad weather or other restrictions;

We will not pay for covered losses caused by the same event under more than one of: Missed Port of Call cover, Trip Interruption cover, or Shore Excursions cover.

# Denied boarding

We will pay you the amount listed on your Cover Summary for meals, communication expenses and local transportation, if you are denied boarding the cruise ship that you are scheduled to travel on for your trip, based on a suspicion that you have a contagious medical condition.

# **GENERAL EXCLUSIONS**

This section describes the general exclusions applicable to all cover under this **policy**. An 'exclusion' is something that is not covered and therefore no payment or service would be available.

This **policy** does not provide cover for any loss that results directly or indirectly from any of the following general exclusions if they affect **you, a travelling companion** or a **family member**:

- 1. Any loss, condition or event that was known, foreseeable, intended or expected when your trip was booked.
- 2. Pre-existing medical conditions, unless declared to and accepted for cover by us.
- 3. Your intentional self-harm or if you attempt or commit suicide.
- **4.** Normal, complication-free pregnancy or childbirth, except when normal, complication-free pregnancy or childbirth is expressly referenced in and covered under Section A Trip Cancellation or Section B Trip Interruption.
- 5. Fertility treatments.
- **6.** The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed.
- 7. Acts committed with the intent to cause loss or damage.
- 8. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft.
- 9. Participating in or training for any professional or semi-professional sporting competition or event.
- **10.** Participating in or training for any amateur sporting competition while on **your trip**. This does not include participating in informal recreational sporting competitions and tournaments organised by hotels, resorts or cruise lines to entertain their guests.
- 11. Participating in, or training for any sport or activity with a company that (where required) is not regulated or licensed or where the sport or activity is otherwise prohibited by law.
- 12. Participating in any sport or activity or winter sports, unless you have paid the necessary premium (if applicable) and this is shown on your policy schedule. Please see the Sports and activities section on pages 14 and 15 of this policy for further details. In all cases, for your sports and activities to be covered, they must be:
  - Arranged as part of vour trip:
  - · Provided by a company that is regulated or licensed where required; and
  - · Not otherwise prohibited by law.
  - You must wear all recommended safety equipment while participating in your sports and activities in order to be eligible for cover.
- **13.** Participating in any sport or activity involving caving or pot-holing, hell-skiling, ice climbing, ski acrobatics, ski flying, skiing against local authority or resort management warning or advice, ski-stunting, ski jumping, ski mountaineering, or the use of bobsleighs, luges or skeletons or any *high-altitude activity*.
- **14.** As a result of *your* use of a two-wheeled motor vehicle unless:
  - a) as a passenger **you** wear a crash helmet and it is reasonable for **you** to believe that the driver holds a licence to drive the two-wheeled motor vehicle under the laws of the country in which the **accident** occurs; or
  - b) as a rider **you** wear a crash helmet and **you** hold an appropriate UK licence which permits **you** to drive the capacity of the two-wheeled motor vehicle and **you** comply with the licencing laws of the country in which the **accident** occurs. Please see the Sports and activities section on pages 14 and 15 of this **policy** for further details.
- 15. Racing or practising to race any motorised vehicle or watercraft.
- **16.** There is no cover for rallying or off-roading.
- 17. Where you are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
- **18.** Involving **you** taking part in manual labour (excluding office and clerical work, bar and restaurant work, music performance and singing, fruit picking (not involving the use of machinery)).
- 19. An illegal act, except when you, a travelling companion, a family member or your service animal is the victim of such an act.
- **20.** An *epidemic* or *pandemic*, except when an *epidemic* or *pandemic* is expressly referenced in and covered under Trip Cancellation, Trip Interruption, Travel Delay or Emergency Medical/Dental Cover Abroad.
- **21.** *Natural disaster*, except when and to the extent that a *natural disaster* is expressly referenced in and covered under Trip Cancellation, Trip Interruption or Travel Delay.
- 22. Air, water or other pollution, or the threat of a pollutant release, including thermal, biological and chemical pollution or contamination.
- 23. Nuclear reaction, radiation or radioactive contamination.
- 24. War (declared or undeclared) or acts of war.

- 25. Military duty, except when expressly referenced and covered under Trip Cancellation or Trip Interruption.
- 26. Political risk.
- 27. Cyber risk.
- 28. Civil disorder or unrest, except when expressly referenced in and covered under Trip Interruption or Travel Delay.
- 29. Terrorist events, except when expressly referenced in and covered under Trip Cancellation, Trip Interruption or Travel Delay.
- **30.** Acts, travel alerts/bulletins or prohibitions by any government or public authority, except when expressly referenced in and covered under Trip Cancellation or Trip Interruption.
- **31.** Any *travel supplier's* complete cessation of operations due to financial reasons, with or without involving insolvency or bankruptcy, except when expressly referenced in and covered under Section N End Supplier Failure.
- 32. A travel supplier's restrictions on any baggage, including medical supplies or equipment.
- 33. Ordinary wear and tear or defective materials or workmanship.
- **34.** An act of gross negligence by **you** or a **travelling companion**.
- 35. Travel against the orders or advice of any government or other public authority.

This *policy* does not provide any cover, benefit or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

**IMPORTANT:** You are not eligible for reimbursement under this policy if:

- Your travel carrier tickets do not show travel date(s);
- 2. You intend to receive health care or medical treatment of any kind while on your trip.

# GENERAL CONDITIONS

The following conditions apply to the whole of *your policy*. Please read these conditions carefully as *we* can only pay *your* claim if *you* meet them.

- 1. The person buying this insurance must be 18 years of age or over at the date of purchase.
- 2. You must:
  - a. have your primary residence in and be registered with a doctor in the UK, the Channel Islands or the Isle of Man;
  - b. have not spent more than 6 months abroad during the 12 months before this *policy* was issued or *your trip* was booked (whichever is later):
  - c. be in *your country of residence* at the time of purchasing this *policy. We* will only cover *you* for the whole *trip*. Any *trip* that has begun when *you* purchase this insurance will not be covered:
  - d. be fit to travel on *your trip* and not be travelling against the advice of a *doctor* or where *you* would have been if *you* had sought their advice before commencing *your trip*.
  - e. not belling with the intention of receiving medical treatment.
- 3. You must take reasonable care to protect yourself and your property against accident, injury, loss and damage, as if you were not insured, and to keep any potential claim to a minimum.
- 4. You must have a valid policy schedule.
- 5. You must contact us as soon as possible with full details of anything which may result in a claim, and give us all the information and documentation we ask for throughout the claims process. Please see 'Claims Information' below for more information.
- 6. You accept that the terms and conditions of the policy cannot be changed by you unless we agree to the change in writing.
- 7. This *policy* is not transferable.
- 8. For annual multi-trip policies you must not be older than 75 years of age on the date your policy was issued.

We have the right to do the following:

- 9. Cancel the *policy* if *you* tell *us* something that is not true and this influences *our* decision to provide cover.
- 10. Cancel the **policy** and make no payment if **you** or anyone acting for **you**:
  - a. make a claim that is dishonest, intentionally exaggerated or fraudulent in any way; or
  - **b.** provide any false or misleading information when supporting a claim.

In these circumstances  $\ensuremath{\textit{we}}$  may report the matter to the police.

- **11.** Only provide cover if *your trip* starts and ends in *your country of residence*.
- 12. Take over and deal with, in your name, any claim you make under this policy.
- **13.** Take legal action in *your* name (but at *our* expense) and ask *you* to give *us* any details *we* need, and to fill in any necessary forms, which will help *us* to recover any payment *we* have made under this *policy*.
- **14.** With *your* or *your* personal representative's permission, get information from *your* medical records to help *us* or *our* representatives deal with any claim. This could involve *you* being medically examined or having a post-mortem after *your* death. *We* will not give personal information about *you* to any other organisation without *your* permission.
- **15.** Return **you** to **your country of residence** at any time during **your trip** if **you** are taken ill or injured. **We** will only do this if the **doctor** treating **you** and **our** medical advisers agree. If there is a dispute, **we** will ask for an independent medical opinion.
- **16.** Not accept liability for the costs of repatriation or treatment if **you** refuse to follow advice from the **doctor** treating **you** and **our** medical advisers.
- 17. Refuse to pay any claim under this *policy* for any amounts covered by another insurance or by anyone or anywhere else (for example, any amounts *you* can get back from private health insurance, any reciprocal health agreement, *travel suppliers*, home contents insurers or any other claim amount that can be recovered by *you*). In these circumstances *we* will only pay *our* share of the claim.
- 18. Ask you to pay us back any amounts that we have paid and which are not covered under this policy.
- **19.** If **you** cancel **your trip** or cut it short for any reason other than those specified as being covered in section A Trip Cancellation or section B Trip Interruption, **we** will cancel all cover provided by **your policy** for that **trip**, without **refunding your** premium.

# 24-HOUR EMERGENCY MEDICAL ASSISTANCE INFORMATION

This is not a private medical insurance **policy** and it only gives cover for emergency medical treatment in the event of an **accident** or unexpected illness occurring during **your trip**.

Please tell the Medical Emergency Assistance Company immediately about any serious illness or *accident abroad* where *you* have to go into *hospital* or *you* may have to return home early or extend *your* stay because of any illness or *injury*. If *you* are unable to do this because the condition is life, limb, sight or organ threatening, *you* (or someone on *your* behalf) should contact them as soon as *you* can. *You* can call 24 hours a day 365 days a year or email.

# **Medical Emergency Assistance Company**

Phone: UK +44 (0) 20 80573896

Email: internationalhealthcare@healix.com

In a life or death situation call the emergency services in the country **you** are visiting for example 112 within the European Union or 911 in the USA.

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:

- 1. Your name, home address and email;
- 2. Your mobile phone number and contact phone number abroad;
- The hospital and treating doctor's details;
- 4. Your policy number shown on your policy schedule; and
- 5. The name, address and contact phone number of your G.P.
- 6. Please quote the scheme name which is Avion Travel Insurance.

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 having been obtained from the Medical Emergency Assistance Company.

If **you** have to return to **your primary residence** or to a medical facility in **your country of residence** for further care under Section B – Trip Interruption or Section G - Emergency Transport, 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.

If **you** have to return to **your primary residence** for medical reasons, or to a medical facility in **your country of residence** for further care, the cover for **your trip** will cease when **you** arrive in **your country of residence**. Cover cannot be provided to resume **your trip**, or for **further trips** if **you** have a single **trip policy**.

# **CLAIMS INFORMATION**

For claims relating to Section N – End Supplier Failure Cover, please see page 25.

For claims relating to Section O – Optional Travel Dispute Cover, please see page 26.

For all other sections, the fastest and easiest way to make a claim is online at www.submitaclaim.co.uk/jus
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.

You can also obtain a claim form by:

- sending an email to: claims.travel@csal.co.uk; or
- phoning: 01702 746 549
- writing to: Claims Settlement Agencies, 308 314 London Road, Hadleigh, Benfleet, Essex SS7 2DD.

**You** should fill in the claim form and send it to **us** as soon as possible with all the information and documents **we** ask for. **You** must give **us** as much detail as possible so **we** can handle **your** claim quickly. Please keep copies of all the information **you** send **us**.

**You** will need to obtain some information to support **your** claim. Below is a list of actions **you** will need to take and documents **we** will need in order to deal with **your** claim. Further information and/or evidence may be required by **us** after **your** claim has been submitted. If this is the case, **we** will inform **you** as quickly as possible.

# For all claims

- Your original trip booking invoice(s) and travel documents showing the dates and times of travel.
- Original receipts and accounts for all out-of-pocket expenses *vou* have to pay.
- Original bills or invoices you are asked to pay.
- Details of any other insurance you may have that may cover the same loss, such as household or private medical.
- As much evidence as possible to support **your** claim.

# **Trip Cancellation**

- Original cancellation invoice(s) detailing all cancellation charges incurred.
- For claims relating to illness or injury a medical certificate will need to be completed by the treating doctor. A certified copy of the
  death certificate is required in the event of death.
- If your claim results from any other circumstances, please provide independent evidence of these circumstances.

#### **Trip Interruption**

- If you need to cut short your journey, please call UK +44 (0)20 8057 3896 as soon as possible to get the Medical Emergency
  Assistance Company's prior agreement.
- Your original booking invoice(s) showing your revised time and date of departure and detailing whether any refunds can be provided.
- For claims relating to illness or *injury* a medical certificate will need to be completed by the treating *doctor*. A copy of the death certificate is required in the event of death.
- If your claim results from any other circumstances, please provide independent evidence of these circumstances.

# **Travel Delay**

- Written confirmation from the airline, rail company, shipping line or their handling agent of the scheduled and actual departure times and why the departure was delayed.
- Detailed account of the circumstances causing you to miss your departure together with supporting evidence from the public transport
  provider or accident / breakdown authority attending the private vehicle you were travelling in.
- If your claim results from any other circumstances, please provide independent evidence of these circumstances.

## **Baggage and Personal Money**

- Report the theft, damage or loss to the police within 24 hours of discovery and ask them for a written police report.
- If applicable, **you** should also report the theft, damage or loss to **your travel carrier**, tour operator, handling agent or **accommodation** manager and ask for a written report.
- For delays losses and damage whilst in the care of a *travel carrier*, report this as soon as possible and obtain a written report from them. For airlines specifically, *you* must obtain a Property Irregularity Report (PIR) from the airline or their handling agent. This should be done within 7 days of any delay, loss or damage. *You* then have 21 days to write to the airline confirming the details of any essential replacement items purchased.
- Original receipts, vouchers or other suitable evidence of purchase / ownership / value for lost, stolen or damaged baggage.
- Keep any damaged items as we may need to inspect them. If we make a payment or we replace an item, the item will then belong to
  us.
- Obtain an estimate for repair for all damaged items.
- Block lost or stolen mobile phones with **your** network provider and obtain written confirmation of this action from them.
- Documentary evidence of the value of the lost or stolen personal money as well as the original source for cash.

# **Baggage Delay**

- Report the loss to the travel carrier and obtain a written report from them. For airlines, you must obtain a Property Irregularity Report (PIR) from the airline or their handling agent. This should be done within 7 days of any delay, loss or damage. You then have 21 days to write to the airline confirming the details of any essential replacement items purchased.
- Original receipts, vouchers or other suitable evidence of purchase for essential replacement items.

# **Emergency Medical/Dental Benefits Abroad and Emergency Transport**

- Always contact the Emergency Medical Assistance Company when you are hospitalised, require repatriation or where medical fees
  are likely to exceed £500.
- Medical evidence from the treating doctor to confirm the illness or injury and treatment given, including hospital admission and discharge dates, if this applies.

# **Personal Liability**

- A detailed account of the circumstances surrounding the claim(s), including photographs and video evidence (if this applies).
- Any writ, summons or other correspondence received from any third party.
  - NOTE: You should not admit liability, offer to make any payment or correspond with any third party without our written consent.
- Full details of any witnesses, providing written statements where available.

# **Travel Accident**

- A detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Medical evidence from the treating doctor to confirm the extent of the injury and treatment given including hospital
  admission /discharge.
- Full details of any witnesses, providing written statements where available.
- A certified copy of the death certificate, if this applies.

#### **Loss of Travel Documents**

• A receipt from the consulate or embassy confirming the cost of the emergency replacement passport or visa and a written report from the police if *your* passport or visa is stolen.

# **Legal Expenses**

- A detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Any writ, summons or other correspondence **you** receive from any third party in connection with **your** claim. **You** should not reply to any correspondence without **our** permission in writing.
- The full details of any witnesses and any available written statements from them.

# **Optional Sports Cover**

Missed Activity

- For claims relating to illness or injury, we will need:
  - medical evidence from the treating *doctor* to confirm the illness or *injury* and treatment given including *hospital* admission / discharge, if this applies.
  - a copy of the death certificate in the event of a death.
  - a medical certificate from a *doctor* at *your* resort confirming that *you* cannot take part in *your* pre-booked sports activities because of medical reasons
- Written confirmation from your travel supplier, the local piste authority or ski lift operator confirming the reason for the closure and the duration.

# Sports Equipment

- All appropriate evidence requested under the heading 'Baggage and Personal Money' or 'Baggage Delay' in this section.
- All hire receipts and luggage labels / tags.
- A written report from your travel carrier if your sports equipment is delayed or misdirected.
- If your claim results from any other circumstances, please provide independent evidence of these circumstances.

# **Optional Cruise Cover**

- Medical evidence from the treating doctor to confirm the illness or injury and treatment given, including dates of cabin confinement if this applies.
- If you are advised by an on-board doctor that you cannot take part in your pre-booked excursions because of medical reasons, you should obtain a medical certificate from them confirming this.
- A letter from the *travel supplier* confirming the reason and dates the cruise ship was unable to dock.
- Written confirmation from *your travel supplier* of whether any *refunds* can or have been made.

# COMPLAINTS INFORMATION

For complaints relating to Section N – End Supplier Failure Cover, please see page 25.

For complaints relating to Section O – Optional Travel Dispute Cover, please see page 32.

# FOR ALL OTHER COMPLAINTS:

**We** aim to provide **you** with a first class **policy** and service. However, there may be times when **you** feel **we** have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

# 1. Does your complaint relate to a claim?

For complaints relating to sections A to M and sections P to Q inclusive:

a) In the first instance, please contact:

The Complaints Officer, Claims Settlement Agencies, 308-314 London Road, Hadleigh, Benfleet, Essex, SS7 2DD. Tel: 01702 746549 Email: <a href="mailto:complaints@csal.co.uk">complaints@csal.co.uk</a>

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 2 days of receipt. **We** will then investigate **your** complaint and, in most cases, send **you** a full response in writing within 2 weeks of receipt. In exceptional cases, where **we** are unable to complete **our** investigations within 2 weeks, **we** will send **you** a full written response as soon as **we** can, and in any event within 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, an independent

body that adjudicates on complaints, at the following:

Visit: www.financial-ombudsman.org.uk

Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR Phone: 0800 023 4567 or 0300 123 9 123 or

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

# 2. Does your complaint relate to your policy?

For complaints relating to sections A to M and sections P to Q inclusive:

a) In the first instance, please contact:

The Office Manager, JustTravelcover.com, Victoria House, Toward Road, Sunderland, SR1 2QF. Tel: 0333 003 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 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 2 days of receipt. We will then investigate *your* complaint and, in most cases, send *you* a full response in writing within 2 weeks of receipt. In exceptional cases, where we are unable to complete our investigations within 2 weeks, we will send *you* a full written response as soon as we can, and in any event within 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, an independent body that adjudicates on complaints, at the following:

Visit: www.financial-ombudsman.org.uk

Write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567 or 0300 123 9 123 or

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

# PRIVACY NOTICE

We care about your personal data.

This summary and *our* full privacy notice explain how Allianz Assistance protects *your* privacy and uses *your* personal data. *Our* full privacy notice is available at <a href="www.allianz-assistance.co.uk/privacy-notice/">www.allianz-assistance.co.uk/privacy-notice/</a> and if *you* require details of JustTravelcover.com's privacy policy, this can be found online <a href="http://www.justtravelcover.com/privacy">http://www.justtravelcover.com/privacy</a>

If a printed version is required, please write to Customer Service (Data Protection), Allianz Assistance, 102 George Street, Croydon CR9 6HD.

#### • How will we obtain and use your personal data?

We will collect your personal data from a variety of sources including:

- Data that **you** provide to **us**; and
- Data that may be provided about you from certain third parties, such as your doctor in the event of a claim.

We will collect and process your personal data to comply with our contractual obligations and/or for the purposes of our legitimate interests including:

- Entering into or administering contracts with you;
- Informing you of products and services which may be of interest to you.

# • Who will have access to your personal data?

We may share your personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on *our* behalf;
- Organisations who we deal with which provide part of the service to you such as in the event of a claim;
- To meet our legal obligations including providing information to the relevant ombudsman if you make a complaint about the
  product or service that we have provided to you.

**We** will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us your** consent to do so.

# • How long do we keep vour personal data?

**We** will retain **your** personal data for a maximum of seven years from the date the insurance relationship between **us** ends. If **we** can do so, **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

# Where will your personal data be processed?

**Your** personal data may be processed both inside and outside the United Kingdom (UK) and the European Economic Area (EEA). Whenever **we** transfer **your** personal data outside the UK and the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the UK and the EEA receive an adequate level of protection.

# • What are your rights in respect of your personal data?

You have certain rights in respect of your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this;
- Request that **we** stop processing it, including for direct marketing purposes;
- Request that we update it or delete it from our records;
- Request that we provide it to you or a new insurer; and
- File a complaint.

# Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

# How can you contact us?

If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

By post: Customer Service (Data Protection), Allianz Assistance, 102 George Street, Croydon CR9 6HD

By telephone: **020 8603 9853**By email: **AzPUKDP@allianz.com** 

# **IMPORTANT CONTACT DETAILS**

Sales & Customer Service: 0333 003 0021

(Monday to Friday – 9am to 5pm)

24-hr Emergency Medical Assistance: UK +44 (0)20 8057 3896

(for medical emergency or *trip* interruption requests)

See page 36 for full details

Non Emergency Claims: 01702 746549

(Monday to Friday – 9am to 5pm)

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

Optional Travel Dispute Claims: 01384 377 000

(Monday to Friday – 9am to 5pm)

Avion travel insurance is provided by JustTravelcover.com, a trading name of Just Insurance Agents Limited.

Just Insurance Agents Limited is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 610022. Registered as a company in England and Wales under registration number 05399196 and headquartered at: Victoria House, Toward Road, Sunderland, SR1 2QF.

Sections A to M and P to Q of this insurance are underwritten by AWP P&C SA and administered in the UK by Allianz Assistance, a trading name of AWP Assistance UK Ltd, Registered in England. Registration no. 1710361. Registered office: PO Box 74005, 60 Gracechurch Street, London, EC3P 3DS.

AWP Assistance UK Ltd is authorised and regulated by the FCA. AWP P&C SA is authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Deemed authorised by the Prudential Regulation Authority (PRA). Subject to regulation by the FCA and limited regulation by the PRA. 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 FCA's website.

Allianz Assistance acts as an agent for AWP P&C SA for the receipt of customer money and handling premium refunds.

Section N of this insurance is arranged and administered by International Passenger Protection. The cover under this section is underwritten by Liberty Mutual Insurance Europe SE which is authorised by the PRA and regulated by the FCA and the PRA in the UK (registered number 829959).

Section O of this insurance is arranged and administered by Arc Legal. The cover under this section is underwritten by Amtrust Europe Ltd which is authorised by the PRA and regulated by the FCA and the PRA in the UK (registered number 1229676).



# **IMPORTANT NUMBERS:**

Medical Emergency: +44 (0) 0203 8057 3896

Claims: 01702 746549

Just Travel Cover: 0333 003 0021

Email: admin@justtravelcover.com



